



AGENDA
MOREHEAD CITY TOWN COUNCIL
Tuesday, July 14, 2015 at 5:30 p.m.
Municipal Chambers
202 South 8th Street

- I. Regular Meeting Call to Order, Invocation and Pledge of Allegiance
2. Adoption of the CONSENT AGENDA:
 - A. Approval of Minutes: Tuesday, June 9, 2015 -- Regular Meeting
 - B. Approve the Requests for Release of Overpayment of Ad Valorem Taxes for June 2015, in the amount of \$1,493.92; and Accept the Tax Collector and Finance Director Reports for June 2015
 - C. Receipt of Tax Collector's Settlement for FY2014/2015; Disposition of Tax Records/Receipts; Tax Collections for FY2014/2015; Outstanding Taxes As of 6/30/15; Real Estate Delinquent Report for Tax Year 2014; Barred Tax List Effective September 1, 2015; and Insolvents List
 - D. Authorize Collection of FY2015/2016 Ad Valorem Taxes
 - E. Adopt Ordinance 2015-24 Amending Chapter 9, Motor Vehicles and Traffic, Article VII, Traffic Schedules, Section 9-176, Schedule X, - Stop Intersections (c) Four-Way Stop Intersection: South 8th Street and Evans Street
 - F. Adopt Budget Ordinance 2015-25 for 2014 West End Pump Station and Force Main Capital Project
3. Public Hearings:
 - A. Request for a Certificate of Convenience and Necessity [Taxi Franchise] for Old Town Taxi, LLC, Charles McDonald [Owner], 316 Marsh Street, Beaufort, N.C. -- Adopt Ordinance 2015-23
 - B. Request Submitted by Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, to Rezone Property Located at 151 Gloria Dawn Road From CH [Highway Commercial] to I [Industrial] District – Adopt Resolution 2015-32 and Ordinance 2015-22

4. **Citizen Requests/Comments: [2 minute time limit]**
5. **City Manager's Report:**
 - A. **Request from George Aswad of Morehead City Ferry Service for Additional Upgrade of the Boat Slip at 709 Shepard Street**
 - B. **Review of Morehead City Marlins License Agreement Renewal for the Use of Big Rock Stadium**
6. **Council Requests/Comments**
7. **CLOSED SESSION AS PER G.S. 143.318.11[A][3][6] REGARDING UPDATE ON QUALIFICATIONS AND FITNESS OF CURRENT EMPLOYEE AND TO APPROVE THE CLOSED SESSION MINUTES OF OCTOBER 24, 2014**
8. **Adjournment**

TOWN OF MOREHEAD CITY

AGENDA ITEM: 2.

REQUEST FOR TOWN COUNCIL ACTION

DATE: July 14, 2015

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Adoption of the CONSENT AGENDA

Background Information Attached: Yes No

2.A. Approval of Minutes: Tuesday, June 9, 2015 -- Regular Meeting

Approve the Minutes of Tuesday, June 9, 2015, Regular Meeting and dispense with the reading.

2.B. Approve the Requests for Release of Overpayment of Ad Valorem Taxes for June 2015, in the amount of \$1,493.92; and Accept the Tax Collector and Finance Director Reports for June 2015

Approve the requests for release of overpayment of ad valorem taxes for June 2015, in the amount of \$1,493.92; and accept the Tax Collector and Finance Director Reports for June 2015.

2.C. Receipt of Tax Collector's Settlement for FY2014/2015; Disposition of Tax Records/Receipts; Tax Collections for FY2014/2015; Outstanding Taxes as of 6/30/15; Real Estate Delinquent Report for Tax Year 2014; Barred Tax List Effective September 1, 2015; and Insolvents List

The attached report is the tax settlement for fiscal year 2014-2015, submitted as required by North Carolina General Statute 105-373. The total disposition of tax records and receipts for the 2014 tax year was \$6,151,021.08 with the percentage of collection at 99.32 percent as of June 30, 2015. The total tax collections including discounts for 2014 were \$6,167,041.40. Morehead City's outstanding taxes as of June 30, 2015, were \$80,163.61 and the real estate delinquent report for tax year 2014 was \$38,726.11. The barred tax list effective September 1, 2015, was \$1,656.66. The insolvents list, which is a list of taxpayers who listed no real estate taxes and who have not paid their personal taxes by the time the report was filed was in the amount of \$2,858.14. Collection efforts on these accounts will continue.

Accept receipt of Tax Collector's Settlement for FY2014/2015; Disposition of Tax Records/Receipts; Tax Collections for FY2014/2015; Outstanding Taxes FY2014/2015; Real Estate Delinquent Report for Tax Year 2014; Barred Tax List effective September 1, 2015, and Insolvents List.

2.D. Authorize Collection of FY2015/2016 Ad Valorem Taxes

As per G.S. 205.321, the Council must adopt and enter into the minutes [after July 1st and prior to September 1st] an order charging the Tax Collector with the duty of

collecting the FY2015/2016 Ad Valorem Tax. By the adoption of this directive, the governing body is hereby authorizing the Tax Collector to comply. The tax bills are projected to be mailed in late July.

Authorized the Collection of FY2015/2016 Ad Valorem Taxes.

2.E. Adopt Ordinance 2015-24 Amending Chapter 9, Motor Vehicles and Traffic, Article VII, Traffic Schedules, Section 9-176, Schedule X, - Stop Intersections (c) Four-Way Stop Intersection: South 8th Street and Evans Street

With the advent of the Big Rock Landing/Jib Plaza being completed, the vehicular/pedestrian traffic use on Evans Street has increased. The area of the 700 Block on Evans Street also allows slanted parking spaces on the southern portion of Evans Street which makes it difficult for the traffic on South 8th Street heading north to have a clear line of sight crossing Evans Street. The adoption of Ordinance 2015-24 will add stop signs on both the eastern and western traffic on Evans Street to the already placed stop signs on South 8th Street. The Public Works Committee of the Council reviewed the above proposed ordinance and recommended adoption.

Adopt Ordinance 2015-24 Amending Chapter 9, Motor Vehicles and Traffic, Article VII, Traffic Schedules, Section 9-176, Schedule X, - Stop Intersections (c) Four-Way Stop Intersection; South 8th Street and Evans Street.

2.F. Adopt Budget Ordinance 2015-25 for 2014 West End Pump Station and Force Main Capital Project

The Public Utilities Committee had previously recommended pursuing the West End Pump Station and Force Main Capital Project. The sewer force main will serve the western end of Morehead City from the junction of Highways 24 & 70 west. The current line is nearing capacity and this project would allow for the continued and additional growth potential of Morehead City westward. The budget ordinance establishes the budget and accounting structure related to the project. The Finance and Administration Committee reviewed the proposed budget ordinance and recommended adoption.

Adopt Budget Ordinance 2015-25 for 2014 West End Pump Station and Force Main Capital Project.

Recommended Action: Adopt the CONSENT AGENDA in one [1] motion. Any item[s] may be removed and discussed separately.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Nays _____ Postponed/Tabled _____

A.

**Town Council Minutes
Morehead City, North Carolina**

Tuesday, June 9, 2015

The Honorable Council of the Town of Morehead City met in Regular Session on Tuesday, June 9, 2015, at 5:30 p.m., in the Municipal Chambers located at 202 South 8th Street, Morehead City, North Carolina. Those in attendance were:

MAYOR:	Gerald A. Jones, Jr.
MAYOR PRO-TEM:	George W. Ballou
COUNCIL:	William F. Taylor
	Demus L. Thompson
	Harvey N. Walker, Jr.
	Diane C. Warrender
CITY MANAGER:	David S. Whitlow
CITY CLERK:	Jeanne M. Giblin
CITY ATTORNEY'S OFFICE:	Nelson W. Taylor, III; Derek Taylor, Mike Thomas
OTHERS:	Tom Kies, Bryan Dixon, Bernette Morris, Daniel

Williams, Linda Staab, Jamie Fulk, Reporter Anna Harvey, THE CARTERET NEWS TIMES, Susan Nixon, Dykeman Baily, Phil Lewis, Eric Broyles, Joy E. Coombs, Patricia R. Broyles, Chuck Sewell, Jane Sewell, Ellen Sewell, David Horton, Phil Lewis and several others

Mayor Jones requested to amend the Agenda to have Item III.A. Receive Comments on FY2015/2016 Proposed Budget and Possible Adoption, as the final public hearing.

Councilman Thompson MOVED, seconded by Councilman Ballou, and carried unanimously, to amend the Agenda to have Item III.A. Receive Comments on FY2015/2016 Proposed Budget and Possible Adoption, as the final public hearing.

I. Regular Meeting Call to Order, Invocation and Pledge of Allegiance

Mayor Jones called the meeting to order at 5:30 p.m., Councilman Thompson gave the invocation and all joined in The Pledge of Allegiance.

II. Adoption of the CONSENT AGENDA:

**II.A. Approval of Minutes: Tuesday, May 12, 2015 -- Regular Meeting
Tuesday, May 26, 2015 – Special Meeting**

Approved the minutes of the Tuesday, May 12, 2015 Regular Meeting and the Tuesday, May 26, 2015 Special Meeting and dispensed with the reading.

II.B. Approve the Requests for Release of Overpayment of Ad Valorem Taxes for May 2015, in the amount of \$1,592.69; and Accept the Tax Collector and Finance Director Reports for May 2015

Approved the Requests for Release of Overpayment of Ad Valorem Taxes for May 2015, in the amount of \$1,592.69; and accepted the Tax Collector and Finance Director Reports for May 2015. [The Financial Reports are attached to and made a part of these minutes herein by reference.]

II.C. Request for a Certificate of Convenience and Necessity [Taxi Franchise] for Old Town Taxi, LLC, Charles McDonald [Owner], 316 Marsh Street, Beaufort, N.C. – Set the date of the Public Hearing for Tuesday, July 14, 2015 at 5:30 p.m.

The application is for a taxi service [taxi franchise] in Morehead City. Old Town Taxi, LLC, has been in business in Carteret County for many years. The City Code provides that a Certificate of Convenience and Necessity be granted for two [2] years. A taxi franchise must pass two [2] readings before the City Council with this request to set the date of the public hearing being the first reading.

Set the date of the public hearing for Tuesday, July 14, 2015, at 5:30 p.m., in the Municipal Chambers located at 202 South 8th Street, Morehead City, N.C., for the request of a Certificate of Convenience and Necessity [Taxi Franchise] for Old Town Taxi, LLC, Charles McDonald [owner], 316 Marsh Street, Beaufort, N.C.

II.D. Adopt Ordinance 2015-21 Re-adopting Ordinance 2003-37 Due to Clerical Error in the Original Ordinance

Recently, City staff discovered a clerical error in Ordinance 2003-37 which was adopted on August 12, 2003. The ordinance was for a rezoning from R20 [Single Family Residential] District to R15SM/Conditional Use] District for William C. Miller, Jr. and was for Tracts 2 and 3 on Miller Farm Road [PIN #6367-0010-7666-000 and 6367-0121-1098-000]. The minutes reflect that the rezoning was for Conditional Use, but the ordinance does not. This oversight has now been corrected.

As the Minute and Ordinance Books are microfilmed and kept on file with the North Carolina Department of Cultural Resources Division of Archives, no changes are permitted once these minutes are microfilmed. Therefore, it is requested that the Council adopt Ordinance 2015-21 Re-adopting the corrected Ordinance 2003-37. This will not only correct the error but also allow for an easier tracking of the ordinance in the future.

Adopted Ordinance 2015-21 Readopting Ordinance 2003-37 due to a clerical error in the original ordinance. [Ordinance 2015-21 is attached to Ordinance Book #7 in the vault.]

II.E. Award of Phase I -- Immediate Response Debris Clearing and Phase II – Vegetative and C & D Debris Removal Contracts

At the last meeting of the Public Works Committee of the Council, an evaluation of the Storm Debris bids received on March 17, 2015, by City consultant, Johnson Environmental & Disaster Consulting Services, was reviewed. The City conducts an annual request for bids for storm services for the upcoming hurricane and winter storm seasons using guidelines established by the Army Corp of Engineers.

Bids are received for Phase I Immediate Response Debris Clearing and Phase II Vegetative and C&D Debris Removal. Phase I work is limited to “pushing” debris out of the way to clear primary routes into and around the City to expedite responses from emergency and utility crews for up to a maximum of 70 hours. Phase II work is for the actual loading,

hauling and disposing of storm related debris from public and private property, when placed alongside street right of ways for collection.

The City's consultant made a recommendation identifying the low bid contractor and second call, or backup contractor, for each phase of the work. For both phases of work, the Federal Emergency Management Agency [FEMA] allows both a primary and secondary contract. If the primary contractor fails to respond in a timely manner, the City has the right to proceed to the secondary contractor. Also included in the consultant's recommendation was the evaluation and background processes employed in this recommendation.

Johnson Environmental & Disaster Consulting Services of Wilmington, N.C., the firm which the City hires to review and regulate the bidding results, determined for 2015/2016 Phase I -- Immediate Response -- Debris Clearing that DRC Emergency Services of Mobile, Alabama be awarded the primary contract [or first call] and that J.B. Coxwell Contracting, Inc., of Jacksonville, Florida be awarded the secondary contract [or second call].

For 2015/2016 Phase II – Vegetative and C & D Debris Removal, Johnson Environmental & Disaster Consulting Services recommended DRC Emergency Services, LLC of Mobile, Alabama as the primary award [first call] with Asplundh Environmental Services, Inc., of Willow Grove, Pennsylvania, as the secondary award [second call].

The Public Works Committee of the Council concurred with the recommendations.

Awarded 2015/2016 Phase I - Immediate Response – Debris Clearing to DRC Emergency Services, LLC, of Mobile, Alabama, as the primary contract [or first call] and J.B. Coxwell Contracting, Inc., of Jacksonville, Florida awarded as the secondary contract [or second call].

Awarded 2015/2016 Phase II – Vegetative and C & D Debris Removal to DRC Emergency Services, LLC of Mobile, Alabama as the primary award [first call] with Asplundh Environmental Services, Inc., of Willow Grove, Pennsylvania, as the secondary award [second call].

II.F. Recommendation of Arendell Engineers of Morehead City for the Webb Memorial Library Building -- Structural and Building Systems Assessment

The City solicited proposals from building professionals for a detailed assessment of the structural and building systems of the Webb Memorial Library at 812 Evans Street. On May 21, 2015, Morehead City received responses to a request for qualifications from the following firms:

Andrew Consulting Engineers, PC
Arendell Engineers

The overall objective of the building assessment is to provide the City with detailed information on the condition of the building structural and utility systems and costs and priorities for rehabilitation and repairs to accommodate existing and future uses. A committee of City staff consisting of City Manager David Whitlow, Assistant Public Services Director Graham Strother, Acting Library Director James Swann and Public Services Director Daniel

Williams reviewed the statements of qualifications and recommended Arendell Engineers of Morehead City.

Approved the selection of Arendell Engineers of Morehead City for the Webb Memorial Library Building structural and building systems assessment.

Councilman Taylor MOVED, seconded by Councilman Walker, and carried unanimously, to adopt the CONSENT AGENDA in one [1] motion.

III.B. Public Hearing: Contiguous Annexation Request from APATB Group, LLC, for property located at 3203 Old Gate Road, Tax PIN #6376-1165-7664-000, approximately .73 acres, zoned R-20 [Single Family Residential] District -- Adopt Ordinance 2015-14

Planning Director Linda Staab reported that the property under consideration for annexation (6376-1165-7664-000) is contiguous to the present City limits. The parcel contains approximately 0.73 acres and is zoned R20 (Single-Family Residential). The site is part of the Mandy Farms subdivision, the majority of which is located outside of the corporate limits. Therefore, the proposal will fragment a subdivision. The current tax value of the property is estimated to be \$162,939. Based on a 33-cent tax rate, \$537.70 in tax revenues would be generated. Water and sewer will be accessed from Old Gate Road. All costs associated with extending the water/sewer service to the newly annexed property will be the responsibility of the owner. The Planning Board and the Planning Committee of the Council reviewed the proposed annexation.

Mayor Jones opened the public hearing.

No one spoke for or against the annexation request.

Mayor Jones closed the public hearing.

Councilman Thompson MOVED, seconded by Councilman Taylor, and carried unanimously, to adopt Ordinance 2015-14 granting the request for contiguous annexation to APATB Group, LLC, for property located at 3203 Old Gate Road, Tax PIN #6376-1165-7664-000, approximately .73 acres, zoned R-20 [Single Family Residential] District. [Ordinance 2015-14 is attached to Ordinance Book #7 in the vault.]

III.C. Public Hearing: Request Submitted by David Horton, on Behalf of James and Carol Sloan to Rezone Tax Parcel #6366-0127-9888-000, located at 137 Gloria Dawn Road from R15M [Single-Family Residential/Manufactured Home] District to CH [Highway Commercial] District – Adopt Resolution 2015-29 and Ordinance 2015-17

Mr. David Horton submitted a request to rezone an approximately 1.123 acre tract located at 137 Gloria Dawn Road from R15M [Single-Family Residential/Manufactured Home District] to CH [Highway Commercial District]. The property is located within the extraterritorial jurisdiction. Existing land use of the property includes manufactured homes and storage buildings.

The zoning classification of adjacent properties is CH to the north, south, and west and R15M across Gloria Dawn Road to the east. Surrounding land use includes agricultural uses to the north and west, a storage building to the south, and manufactured homes and a public utility building across Gloria Dawn Road to the east.

The property is located in Neighborhood 8 of the CAMA Land Use Plan and is classified as Low Density Residential. Property owners within 300 feet of the property were notified of the Planning Board meeting as well as the date of the public hearing scheduled for June 9, 2015. The property was posted.

At the Planning Board Meeting on May 19, 2015, Tom Outlaw made the motion, seconded by Jackie Maucher, and carried unanimously, to recommend approval of the rezoning request and Resolution No. 2015-0004. The Planning Committee of the Council reviewed the proposed rezoning.

Mayor Jones opened the public hearing.

David Horton stated he would answer any questions.

Mayor Jones closed the public hearing.

Councilman Walker MOVED, seconded by Councilman Thompson, and carried unanimously to adopt Resolution 2015-29 and Ordinance 2015-17 granting the request submitted by David Horton, on behalf of James and Carol Sloan to rezone Tax Parcel #6366-0127-9888-000, located at 137 Gloria Dawn Road from R15M [Single-Family Residential/Manufactured Home] District to CH [Highway Commercial] District. [Resolution 2015-29 is attached to and made a part of these minutes herein by reference. Ordinance 2015-17 is attached to Ordinance Book #7 in the vault.]

III.D. Public Hearing: Request submitted by Phil Lewis to Amend Article 14-31[L] of the Unified Development Ordinance to Add an Exception to the Regulations Pertaining to Residential Docks and Piers which would Permit an Accessory Use Dock on a Waterfront Lot or Multiple Adjoining Lots within Areas Shown on the Official Map of Morehead City in Map Book 1, Page 131 of the Carteret County Registry and which would be a Common Dock for Use by the Contiguous Waterfront Lot Owners and Non-Waterfront Lot Owners within the same Platted Block subject to Conditions – Adopt Resolution 2015-30 and Ordinance 2015-18

Planning Director Staab reported Phil Lewis, who owns eight [8] lots in the 1008 block of Shepard Street, wishes to deed waterfront lot boat slips to lots on the north side of the block which would otherwise be without waterfront access. The current ordinance does not accommodate this concept. In addition, two [2] boat slips is the maximum number which can currently be accommodated on a lot without a primary structure.

During its April meeting, the Planning Committee discussed this item and suggested that any ordinance amendment should require that properties where this would be applicable would be either directly abutting or be separated only by a cross-alley, that only deeded property owners could utilize such boat slips, that the slips be deeded to specific lots, that the

number of piers be minimized to the extent practicable, and that there be a minimum 15' setback from the edge of the pier to any adjacent property.

At the Planning Board Meeting on May 19, 2015, Gordon Thayer made the motion, seconded by Tom Outlaw, to recommend approval of the ordinance amendment and Resolution No. 2015-0005. The motion carried 5 to 1, with Jackie Maucher abstaining. The Planning Committee of the Council reviewed the request.

Councilman Taylor commented that in this situation two [2] of the waterfront lots have given up their right to have an individual dock and as such there should be an instrument outlining all the future rights and limitations of the property owners. Easements should also be recorded in that document.

Planning Director Staab explained that once the ordinance was amended, it would also be applicable to other areas of Morehead City.

It was ascertained that in order to change this dock arrangement, it would take the agreement of all the property owners and a change in the ordinance itself.

Councilwoman Warrender had concerns about the ingress/egress of the property owners as the property includes east/west and north/south alleys.

Planning Director Staab commented that every lot in a development should have access or frontage on a publicly dedicated street, however, if the property owners choose not to use the frontage/access, the City does not get involved.

Mayor Jones opened the public hearing.

Phil Lewis, the developer and owner of the property, commented that he did not want to see a bunch of different docks jutting out into Bogue Sound. His plan was to have a safe, good looking place with not all the waterfront lots having individual private docks, but a shared dock space concept.

Mayor Jones closed the public hearing.

Mayor Jones commented that this plan would allow other property owners in the subdivision the right to have a boat dock.

Planning Director Staab commented that the dock space will not be leased. This property and the dock and boat slips will not become a commercial development.

Councilman Thompson MOVED, seconded by Councilwoman Warrender, and carried unanimously, to adopt Resolution 2015-30 and Ordinance 2015-18, approving the request submitted by Phil Lewis to amend Article 14-31[L] of the Unified Development Ordinance to add an exception to the Regulations Pertaining to Residential Docks and Piers which would permit an Accessory Use Dock on a Waterfront Lot or Multiple Adjoining Lots within areas shown on the Official Map of Morehead City in Map Book 1, Page 131 of the Carteret County Registry and which would be a common dock for use by the contiguous waterfront lot owners and non-

waterfront lot owners within the same platted block subject to conditions. [Resolution 2015-30 is attached to and made a part of these minutes herein by reference. Ordinance 2015-18 is attached to Ordinance Book #7 in the vault.]

III.E. Public Hearing: City-Initiated Request to Amend Article 12-2.5[D] of the Unified Development Ordinance to Adjust Regulations Pertaining to Sidewalk Cafes Permitted in the Downtown Business [DB] and Downtown Commercial [CD] Districts – Adopt Resolution 2015-31 and Ordinance 2015-19

Planning Director Stabb reported that City staff recently received a model ordinance from the North Carolina Department of Transportation [NCDOT] for sidewalk cafes along state rights-of-way. The proposed amendment provides consistency with this model ordinance and adjusts the restaurant definition for sidewalk café activities on city streets in the downtown area. The Planning Committee discussed sidewalk cafes during its meeting in April and determined that sidewalk cafes are generally desirable in the downtown area and staff is not aware of any recent complaints concerning existing operations of this nature.

The proposed amendment:

- Stipulates that sidewalk café permits are valid for one year and are not transferable as per the NCDOT model sidewalk café ordinance.
- Adjusts the definition of “Restaurant” under the sidewalk café section from the ABC statute definition to the Public Health statute definition, in accordance with the NCDOT model sidewalk café ordinance.
- Establishes a definition for “Premises” to include any area under the control of the sidewalk café operator, as set forth in the NCDOT model sidewalk café ordinance.
- Adjusts the definition of “Restaurant” for sidewalk cafes located along city streets in the downtown area.

At the Planning Board Meeting held on May 19, 2015, Jackie Maucher made the motion, seconded by Ronetta Gaskill, and carried unanimously, to recommend the approval of the ordinance amendment including the proposed change to item (2)(j) and Resolution No. 2015-0006. The Planning Committee of the Council reviewed the proposed amendment.

Mayor Jones opened the public hearing.

No one spoke for or against the proposed amendment.

Mayor Jones closed the public hearing.

Councilwoman Warrender questioned if there was a maximum amount of space required for a sidewalk cafe.

Planning Director Staab replied that property owners have to leave a four [4] foot width on City streets, a five [5] foot width on North Carolina Department of Transportation streets and must be located in front of their business.

Councilwoman MOVED, seconded by Councilman Taylor, and carried unanimously, to adopt Resolution 2015-31 and Ordinance 2015-19 approving the City-Initiated Request to Amend Article 12-2.5[D] of the Unified Development Ordinance to Adjust Regulations Pertaining to Sidewalk Cafes Permitted in the Downtown Business [DB] and Downtown Commercial [CD] Districts. [Resolution 2015-31 is attached to and made a part of these minutes herein by reference. Ordinance 2015-19 is attached to Ordinance Book #7 in the vault.]

III.F. Public Hearing: Request for Review and Approval of the Pamlico Sound Regional Hazard Mitigation Plan -- Adopt Resolution 2015-28

Planning Director Staab reported that in late 2013, the City began exploring the possibility of participating in the Pamlico Regional Hazard Mitigation Plan, partially as a result of the recent emphasis of the federal government on regional mitigation planning. Through participation in a regional mitigation planning project, the Town of Morehead City aims to pool mitigation planning resources with communities facing similar hazards and to consider potential hazards and mitigation activities from a perspective which emphasizes coordination within and between affected communities. The Pamlico Sound Regional Hazard Mitigation Plan includes Carteret County and its municipalities as well as the counties of Beaufort, Craven, Hyde and Pamlico.

In accordance with the Federal Disaster Mitigation Act of 2000, communities must have a hazard mitigation plan in place in order to request federal funds for disaster relief or mitigation activities. Morehead City is currently under the Carteret County Hazard Mitigation Plan, since the Morehead City Hazard Mitigation Plan expired during the time when the regional plan was under its initial review by the Federal Emergency Management Agency [FEMA]. FEMA has preliminarily approved the regional plan and has requested that local communities review and adopt the plan by June.

At the Planning Board Meeting on May 19, 2015, Jackie Maucher made the motion, seconded by Gordon Thayer, and carried unanimously, to recommend approval of the Pamlico Sound Regional Hazard Mitigation Plan. The Planning Committee of the Council reviewed the plan.

Mayor Jones opened the public hearing.

No one spoke for or against the Pamlico Sound Regional Hazard Mitigation Plan.

Mayor Jones closed the public hearing.

Councilman Ballou MOVED, seconded by Councilman Walker, and carried unanimously, to adopt Resolution 2015-28 approving the Pamlico Sound Regional Hazard Mitigation Plan. [Resolution 2015-28 is attached to and made a part of these minutes herein by reference.]

III.A. Public Hearing: Receive Comments on FY2015/2016 Proposed Budget and Possible Adoption

City Manager Whitlow reported that the proposed budget was advertised for public hearing on June 9th and was based upon City Manager Whitlow's recommended budget with the understanding that it was the intent of the Council to adopt a budget more in line with the discussions held at the Special Meeting/Budget Session held on Tuesday, May 26th.

Two [2] different budget ordinances were prepared and distributed to the Council that encompass the changes discussed on May 26th in anticipation of Council action to adopt the budget with those additional reductions and a transfer of the additional \$644,700 from the fund balance; one with a contingency of \$250,028 and the other with a contingency of \$100,000. This will reduce the required increase in the ad valorem rate to \$0.02. The revenue neutral rate would require an increase of \$0.0114. The loss of privilege license fees amounts to \$0.0035. These combined losses account for \$0.0149 of the proposed \$.02 ad valorem rate increase.

The approval of the proposed budget, with the reductions discussed at May 26th Meeting, fully funds the third and final stage in the Employee Compensation Program and funds those critical equipment needs of the Town. It does not include any new positions or programs. It does anticipate the full first year debt service for the purchase of Katherine Davis Park which may or may not occur during this coming fiscal year.

Mayor Jones opened the public hearing.

Eric Broyles, Chairman of Beaufort/Morehead City Tea Party and residing at 904 North Yaupon Terrace, Morehead City extended condolences to Mayor Jones on the death of his mother. He commented that he has watched the increased City spending and the increased debt for many years on unwanted ballparks and statutes on the waterfront. Most citizens cannot afford the increase in taxes. He requested that the Council stop the spending sprees and do not increase taxes.

Joy Coombs of 201 Emeline Street, Morehead City stated she takes care of her Mom, and both she and her Mom were handicapped and widows and could not afford the tax increase. She requested that the taxes not be raised.

Patty Stroud of 2102 Emeline Place, Morehead City asked that taxes not be raised.

Mayor Jones closed the public hearing.

Councilman Taylor commented that all are concerned with the level of spending which was necessary and the consequences of that spending on property taxes. The Council and City staff has worked on the budget and reduced expenses by a third. The City must continue to pay debt service on infrastructure. The updated sewer and fresh water treatment systems have given the City the capability to have ample growth for the future. These are both 40 year investments. The debts that the City has incurred have been dedicated to providing ample infrastructure for Morehead City to be the retail center of Carteret County. The City has built fire stations and a new police station. By decreasing the proposed tax rate from 6.5 cents to 2 cents the Council has pushed many projects off down the road such as

updating the Council Chambers sound system; redoing the maintenance building at 25th Street; replacement of the Animal Control vehicle; resurfaced tennis courts, improved soccer fields; new lawn equipment needs, etc. All these projects cannot be addressed at this point.

Councilman Taylor continued stating that the Council was holding the line where possible, but investing in the growth of the City. The acquisition of the Jib property could be considered the opportunity for Morehead City to become fishing central for North Carolina which will bring people in to shop in stores, eat at restaurants, stay in hotels, etc. The City proposed purchase of Katherine Davis Park was an essential for the continued growth of downtown Morehead City in that it guarantees the availability of charter boat docking. The contingency funding was from the City's savings. None of the money will be spent unless the Council approves the transfer of money.

Councilman Taylor MOVED, seconded by Councilman Thompson to adopt FY2015/2016 Budget Ordinance 2015-20 with the \$100,000 Contingency Fund.

Councilwoman Warrender stated that the benefit of the new fire stations was the lowering of fire insurance rates which is a benefit to all homeowners. The water/sewer infrastructure was mandated by federal regulations. The tax revaluation lowered the tax rate of most homes and in order to operate as revenue neutral, City taxes must be raised. The City also set an obligation to the employees for pay increases in order to be comparable to other townships.

Councilman Ballou stated that the City undertook an employee study a few years ago and pledged to continue the Employee Compensation Plan. The City staff was the backbone of Morehead City and has done a good job. Everything costs and the Council pays taxes as well as the residents. Taxes had to be raised in order to make things happen.

Councilman Walker stated that the keyword was sustainability and that the Council made a commitment to the employees. The City was still short in affording all that it would like to undertake. The Council does not want to raise taxes, but the City still has to be run and it costs money. The Council was concerned about its citizens.

Councilwoman Warrender commented that regarding the acquisition and improvements to the Jib property, the Council envisioned the site to bring people to the downtown area to help promote business. Morehead City needs its businesses and needs to have them be able to make a living. No one can dispute what is happening with the Big Rock tournament this week and the fact that a tournament once held in Swansboro moved to Morehead City Tournament Central. In running the City, the Council needs to consider the entire population of Morehead City.

Councilman Thompson commented that the Council has worked on the budget and gotten it to where it needs to be. It is impossible to run a city without revenue. The Council works hard for the people in this community.

Mayor Jones commented that Morehead City was doing well and staying ahead of the curve.

The motion carried unanimously. [Budget Ordinance 2015-20 is attached to Ordinance Book #7 in the vault.]

Councilman Ballou left the meeting.

IV. New Business: Request from Stroud Engineering, P.A., on behalf of Charles S. Hester, Jr., for Sketch Plan Review for Mitchell Village Business Park, located at the southern terminus of Byrd Street, accessed by Executive Drive from the North

Zoned CH. Flood Zone: X. Total Area: 4.37 acres. Minimum lot size: 52,850 square feet. Average Lot Size: 58,910 square feet.

Planning Director Staab reported that Stroud Engineering, on behalf of Charles Hester Jr., requested sketch plan review for a proposed three-lot commercial subdivision located at the southern terminus of Byrd Street which was accessed off of Executive Drive. The total area of the tract was 4.37 acres and it was zoned Highway Commercial (CH). The tract was currently undeveloped and located within the corporate limits. The subdivision will be serviced by City water and sewer subject to required impact fees, tap fees and deposits. One [1] of the lots includes a pond which provides stormwater services for the remaining two [2] lots in the subdivision, as well as adjacent lots.

A cul-de-sac was to be constructed at the terminus of Byrd Street on the subject property. As proposed, the cul-de-sac street will not exceed the recommended 500' length. The applicant will be required to improve the existing portion of Byrd Street in order to access the subdivision. Street lights will not be required since the area of the lots was greater than 40,000 square feet. No recreational/open space areas are required because this was a commercial subdivision. The sketch plan was submitted to the other City departments for review.

At the Planning Board Meeting on May 19, 2015, Gordon Thayer made the motion, seconded by Jackie Maucher, and carried unanimously, to recommend approval of the Sketch Plan for Mitchell Village Business Park conditioned upon receiving clarification regarding the outflow of the existing stormwater pond. The Planning Committee of the Council reviewed the proposed sketch plan.

The Council reviewed the proposed sketch plan.

Councilwoman Warrender MOVED, seconded by Councilman Walker and carried unanimously [Councilman Ballou absent], to grant the request from Stroud Engineering, P.A., on behalf of Charles S. Hester, Jr., for Sketch Plan Review for Mitchell Village Business Park, located at the southern terminus of Byrd Street, accessed by Executive Drive from the north.

V. Citizen Requests/Comments: [2 minute time limit]

Planning Director Staab thanked the Council for their consideration and support of the Employee Compensation Plan.

VI. City Manager's Report: Request to Consider Elimination of Morehead City's Commercial Mail Receiving Agency [CMRA]

City Manager Whitlow reported that Morehead City operates a Commercial Mail Receiving Agency [CMRA] through the offices of the Revenue, Billing & Collection Department. A CMRA acts as an agent to receive mail for entities other than themselves. Currently the Town collects and boxes mail for box holders Monday through Friday except federal holidays when the US Post Office (USPS) is closed. This includes collecting and boxing mail on days that are City but not Federal holidays (e.g. Good Friday, Thanksgiving Friday, Christmas Eve and the additional Christmas holiday that the City provides). The City no longer collects and boxes mail on Saturday. Saturday mail service by the City was recently eliminated as a cost savings measure.

The City has 242 boxes available for rent. Currently only 36 are rented. The number of boxes utilized has decreased over the years from around 175 or so to the current 36 now rented. The City receives approximately \$2,500 - \$3,000 per year in revenue from the rent of the boxes.

In addition to the above, the City also sells stamps and accepts boxes and other packages and sells postage to mail those. This requires the City to carry a diverse inventory of postage and to deliver the mail and packages daily to the main Post Office in Morehead City. The City sells the stamps at face value and there is no revenue generated from the sale of postage.

The Finance Department requested consideration of elimination of postal services to the general public effective with sufficient notice. The City chose to offer postal services to the public in the 1970's, when the City purchased the old postal facility which is now City Hall. Many of the options now available to the public to purchase postage and/or send packages were not available or as prevalent at that time.

Selling stamps, accepting packages and weighing and selling the appropriate amount of postage for them, and receiving and boxing mail is not congruent with the operation of the Billing & Collection Department. City staff believes that staff time could be better utilized serving customers in the core functions of utility and tax billing and collection.

The Finance and Administration Committee of the Council reviewed this proposal at their meeting on May 6, 2015, and recommended to eliminate operation of the CMRA at City Hall on December 31, 2015.

City Manager Whitlow further explained that the operation has cost the City money since the day it was instituted. The City is shouldering an expense which is not being used by many people.

Councilman Thompson was against closing the CMRA at City Hall.

Councilwoman Warrender commented that any business could have their mail delivered to their address and usage has continued to decline.

Mayor Jones questioned the running of the CMRA and how much of a burden it was to the City, he stated that he did not want the decision to be just about the money.

City Manager Whitlow stated the main concern was the personnel expenses to the City. There was also the investment of maintaining postage and the matter that City personnel has to pick-up and deliver the mail to the post office. Operating the CMRA means less time that the front desk has to manage City business. The City receives no income from the sale of postage. The idea is to have City employees do City business rather than the business of the federal government.

Councilman Taylor questioned if the City would receive any cost savings from the CMRA closure in the budget?

Finance Director Sewell stated a cost savings would be realized from not having personnel come in on the odd days that City Hall was closed. Council stopped the Saturday service some time ago. Redirecting City employee time would be a large benefit. Also freeing up the space that the post office operation occupies and potentially doing something else with that space would be a benefit. She offered to make some calculations of the approximate costs savings.

Councilman Taylor commented that this topic has been discussed before and that it was an emotional issue to the people who live downtown. If the CMRA were to be closed the City needed a carefully constructed message to those using the service.

Councilman Thompson commented that could the City just not deliver the mail on holidays. He was of the opinion that the CMRA at City Hall was a nostalgic service but he did not want to cost the City money.

Mayor Jones commented that maybe a postage machine in the lobby would suffice. He personally hated to see the service go away completely and was of the opinion that the CMRA encouraged downtown development.

Finance Director Sewell reported that the selling of stamps was more time consuming than operating the private mail boxes. Selling stamps means that the City has to keep an inventory of stamps which must be audited on a regular basis. Twenty years ago City Hall had a stamp machine which was broken into and taken back by the post office. She was concerned with the imminent notice to the box holders to give them ample time to make another choice and the decision not to accept a full years rent on the boxes.

Councilman Taylor suggested to ask the Finance and Administration Committee to distribute a letter to the box holders regarding this situation and see what happens.

It was the consensus of the Council to return this item to the Finance and Administration Committee for further evaluation.

VII. Council Requests/Comments:

Mayor Jones thanked everyone for their condolences on the passing of his Mom.

VIII. Approve CLOSED SESSION Minutes of Tuesday, March 10, 2015

Councilman Taylor MOVED, seconded by Councilwoman Warrender, and carried unanimously [Councilman Ballou absent], to approve and release the Tuesday, March 10, 2015, CLOSED SESSION Minutes.

IX. Adjournment

There being no further business, the meeting was adjourned at 7:05 p.m.

Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk

DRAFT

B.

TOWN OF MOREHEAD CITY
 REQUESTED REFUNDS
 AS OF 6/30/2015
 PREPARED BY SHIRL MEADOWS, TAX COLLECTOR

Tax Year	Payee/Taxpayer	Parcel No. and/or Account No.	Requested by/ Refund to	Amount of Tax & Interest Paid	Amount of Interest Due	Total Refund	Reason
2013	RITA PAUL CORBIN	469816	ESTATE OF RITA PAUL CORBIN PO BOX 406 OCRACOCKE, NC 27960	485.03		485.03	DOUBLE PAYMENT (10-2132-006)
2013	JAMES BROTHERS	371003	ESTATE OF JAMES E. BROTHERS 98 WILSHIRE BLVD N WILSON, NC 27893	23.63		23.63	OVERPAYMENT (10-2132-006)
2013	JAMES BROTHERS	371003	ESTATE OF JAMES E. BROTHERS 98 WILSHIRE BLVD N WILSON, NC 27893	68.57		68.57	OVERPAYMENT (10-2132-006)
2014	HOOTERS OF MOREHEAD CITY	8127	HOOTERS OF MOREHEAD CITY 1815 THE EXCHANGE ATLANTA, GA 30339	20.75		20.75	PRIVILEGE LICENSE 10-2132-007
2013	JACK HUNTER	27495	JACK HUNTER 113 GLORIA DAWN RD MOREHEAD CITY, NC 28557	864.44		864.44	DOUBLE PAYMENT (10-2132-006)
2014	CROWN HOTEL & TRAVEL MANAGEMENT	3423	CROWN HOTEL & TRAVEL MANAGEMENT 2002 EASTWOOD RD, STE. 306 WILMINGTON, NC 28403	31.50		31.50	PRIVILEGE LICENSE 10-2132-007
						1,493.92	

DATE _____

BOARD APPROVED
 REMARKS _____

CITY CLERK _____

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



David S. Whitlow
City Manager

COUNCIL

Harvey N. Walker, Jr., *Mayor Pro Tem*
George W. Ballou
Demus L. Thompson
William F. Taylor
Diane C. Warrender

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

TO: Honorable Mayor and Town Council

FROM: Shirl Meadows, Tax Collector

SUBJECT: Tax Collection Report

DATE: July 1, 2015

TOWN LEVIED TAXES:

The following taxes were collected for the month of June 2015:

2014	\$ 10,377.88	2009	\$ 0.00	2004	\$ 0.00
2013	\$ 676.47	2008	\$ 0.00	2003	\$ 0.00
2012	\$ 2.70	2007	\$ 0.00		
2011	\$ 0.00	2006	\$ 0.00	OTHER	
2010	\$ 0.00	2005	\$ 0.00	PENALTIES	\$ 1,148.37

The following is fiscal year to date tax information through June 30th, 2015 with comparatives to 2014:

	<u>2015</u>	<u>2014</u>
Tax Scroll (Net Levy)	6,131,180.46	5,865,417.07
Taxes collected (incl. discounts, net of refunds)	6,089,596.21	5,810,430.15
Balance due on taxes	41,584.25	54,986.92
Percentage of tax collected to date	99.32%	99.06%
Prior year taxes collected to date (net of refunds)	46,030.84	47,134.81
Prior year taxes outstanding	38,579.36	34,100.80
Interest and penalties collected to date (net of refunds)	21,761.29	31,975.41

Notes:

1. Overpayments for June 2015 totaled \$1,210.04. Refunds requested totaled \$1493.92 which includes Privilege License overpayment refund requests.
2. Attachments and garnishments are used as a means of collection on delinquent taxes.

MOTOR VEHICLE TAXES:

Carteret County collected the following taxes for the fiscal year through May 31st, 2015 with comparative information for 2014. The County collects and remits these taxes to the Town, net of a collection fee.

	<u>5/31/15</u>	<u>5/31/14</u>	
Fiscal year to date tax levy	222,812.15	259,888.38	A
Interest billed on taxes	171.04	422.52	B
Total billed	222,983.19	260,310.90	C
Current year taxes collected	224,162.15	249,045.78	D
Prior year taxes collected	6,245.58	20,137.43	E
Interest collected	2,553.37	4,661.29	F
Collection fee charged (Both sys)	13,725.45	10,225.76	G
Percentage of tax collected to date	100.90%	95.83%	H

The above figures for 2014 are a combination of the old County motor vehicle billing/collecting system and the new Tax & Tag system run by the Department of Revenue. The method of calculating the collection percentage for motor vehicles changed with the new Tax & Tag system. The expected collection percentage is at or near 100%.

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
Harvey N. Walker, Jr., Mayor Pro Tem
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David S. Whitlow
City Manager

TO: Honorable Mayor and Town Council

FROM: Ellen Sewell, Finance Director

SUBJECT: Finance Report

DATE: July 7, 2015

Reported below are cash and investment balances and interest rates for the Town of Morehead City for June, 2015. Also, reported are prior year comparative balances for the same period:

Central Depository Funds	<u>June, 2015</u>	<u>June, 2014</u>
<u>Unrestricted Funds</u>		
Branch Bank & Trust-General disb. acct. (A)	\$ 3,477,835.26	\$ 3,083,841.69
Branch Bank & Trust-Money Rate acct. (.10%)	4,299,029.70	3,464,456.52
Branch Bank & Trust Cert. Of Deposit	-0-	1,075,024.00
North Carolina Capital Mgmt. Trust-		
Cash Account (.04%)	708,296.60	40,871.35
Term Account (.10)	7,080,500.54	5,024,894.83
Finistar (.17%)	<u>2,162,384.80</u>	<u>2,158,626.38</u>
Total-unrestricted cash and investments	17,728,046.90	14,847,714.77
<u>Restricted Funds</u>		
Branch Bank & Trust-Employee reimb. acct.	4,468.50	5,940.47
Branch Bank & Trust-USDA required restricted acct.	186,975.52	130,668.72
Branch Bank & Trust-USDA required restricted CD	<u>22,139.00</u>	<u>22,139.00</u>
Total-restricted cash and investments	213,583.02	158,748.19
Total cash and investments-June 30	17,941,629.92	15,006,462.96
Total cash and investments-May 31	17,376,574.24	14,520,462.65
Increase (decrease)	565,055.68	486,000.31
Interest received June	1,605.03	1,429.37
Interest received fiscal year to date	\$ 16,253.56	\$ 18,800.50

(A) Town began maintaining a \$2,500,000 minimum balance in the general disbursement account to reduce bank service charges in April, 2014. The interest rate equivalent on the service charge reduction is ~.25%.

C.

To: Honorable Mayor and Town Council
From: Shirl Meadows, Morehead City Tax Collector
Date: July 8, 2015
Subject: 2014-2015 Settlement

The following report is the tax settlement for fiscal year 2014-2015, submitted as required by North Carolina General Statute 105-373.

Shirl Meadows
Morehead City Tax Collector

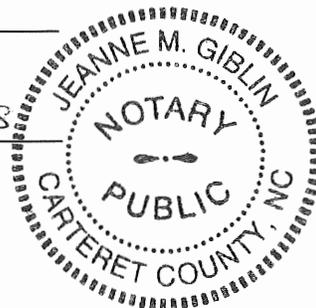
I affirm and submit this the 8th day of July 2015.

State of North Carolina
County of Carteret

Subscribed and affirmed to me before this the 8th day of July 2015.

Jeanne M. Giblin
Notary Public

My commission expires 11/30/2018



**Disposition of Tax Records and Receipts
Order of Collection for 2014 Tax Year**

Original 2014-2015 Tax Levy	6,043,833.33
Corporate Excess	86,063.41
Additions	21,124.33
Other Adjustments	0.01
Total Charges	<u><u>6,151,021.08</u></u>
Collections	6,016,749.70
Discounts	72,846.51
Releases	19,840.62
Other Adjustments	
Current Year Tax on Hand	<u>41,584.25</u>
Total Credits	<u><u>6,151,021.08</u></u>
*Real Estate	38,726.11
**Personal Property	<u>2,858.14</u>
Gross Taxes Receivable	41,584.25

Percentage of Collection was 99.32% as of June 30, 2015

*See attached listing

**See attached Insolvents listing

Tax Collections 2014-2015

2014 (Includes Discounts)	6,089,596.21
2013	43,755.79
2012	5,334.63
2011	1,161.05
2010	0.00
2009	30.37
2008	0.00
2007	0.00
2006	0.00
2005	48.09
2004	0.00
Sub-total of Taxes	6,139,926.14
Interest/Charges (All Years)	21,761.29
2015 Prepayments	5,353.97
Total Collections	<u>6,167,041.40</u>

**Morehead City's Outstanding Taxes
As of 6/30/15**

2014	41,584.25
2013	11,100.04
2012	9,029.38
2011	3,409.74
2010	2,124.21
2009	1,581.53
2008	5,743.46
2007	1,711.68
2006	1,266.46
2005	956.20
2004	1,656.66
Total	<u>80,163.61</u>

Detail of the above list is located in the tax office and can be seen upon request.

Real Estate Delinquent Report
For Tax Year 2014

Account	Name	Tax Due	Account	Name	Tax Due
25121	ADAMS WILLIAM ARTHUR	228.37	26306	LOCKHART MILDRED W	705.49
27137	ALEXANDER GEORGE G ETUX ALICE	500.16	26306	LOCHART MILDRED W	240.78
440999	ALLEN KARLA MCLAWHORN ETAL	7.15	24804	MARBLEY CHARLES R	767.45
43458	BALLOU ENTERPRISES	227.80	29840	MARBLEY CHARLES R HRS	176.12
494214	BARNES MARK WAYNE	296.52	24791	MARBLEY STARKEY JR	159.10
494200	BECTON TYLENA MARIE ETAL VEBLE	332.50	24805	MARBLEY WILLIAM H	734.38
25714	BELL DAVID EUGENE	338.62	25162	MCDONALD ZONNIE DIANE LEWIS	362.56
25068	BELL H C	703.58	146316	MCKNIGHT KEVIN M ETUX MARY B	1,021.04
25092	BELL THOMAS E	348.72	24885	MEADOWS ELIZABETH T	104.51
14602	BOLSTER MARTIN J ETAL CHRISTIN	408.87	487844	MENTADO MIROSLAVA ELIAS	8.60
24796	BRYANT BEVERLY ARLENE	242.53	371907	METTREY EVA JOSHPHINE	2.62
24830	BRYANT LAURA B	28.35	24868	MILLER ELVETA C HRS	255.76
412478	BULLOCK CHARLIE P ETUX CARMEN	74.07	29768	MILLS RHONDA P	467.45
26220	CHALK TANIS P	4.00	393919	MONROE JOHN	1.29
374006	COASTAL HUNTING LAND CONS GP	1,457.78	24899	MONROE JOHN E HRS	255.76
12356	COLLINS SAMUEL D	40.54	27346	NELSON ROOSEVELT JR D/B/A	321.07
12356	COLLINS SAMUEL D	255.76	27346	NELSON ROOSEVELT JR D/B/A	607.71
12356	COLLINS SAMUEL D	180.79	365641	NIBBS ALFRED JR	4.00
12356	COLLINS SAMUEL D	319.80	24756	OGBURN JASPER V	793.24
18157	CONWAY JANICE	36.46	394018	ONORIO VINCENT ETAL	72.51
482899	CUNNINGHAM SONNY L/T	277.85	1519	PARROTT GEORGE SAXON	803.58
385975	DAILEY CHARLES M	4.38	329360	PAULL JONATHAN C	2.75
26227	DAY LELAND W JR	2.29	415086	PHELPS PATRICIA W ETAL L/T	251.63
378102	DEMERS CRYSTAL L TRUSTEE	13.12	341208	PROGRESSIVE PROPERTIES INC	7.01
25703	DOWDY DOLLY S	2,528.98	225815	RAMOS FRANK M ETUX ANNE M	4.00
24604	DUDLEY BERTH-HEIRS	261.50	26118	RIVERWIND LLC	100.64
273142	DUDLEY RACHEL ETAL	406.20	456454	ROSEMOND J KENNETH ETAL	8.45
435066	EAST CAROLINA DEV & CONST LLC	544.50	365508	RUSSELL TAMI L	50.64
435066	EAST CAROLINA DEV & CONST LLC	544.50	365508	RUSSELL TAMI L	295.93
435066	EAST CAROLINA DEV & CONST LLC	544.50	487925	STABNER CAROLYN P L/T	434.33
398219	ELLINGTON MARK	4.00	24538	STALLINGS JOHN R	335.22
398219	ELLINGTON MARK	4.00	25119	STILES ENNIS	231.91
24259	FULCHER JOSEPH M JR	296.03	24280	STUART CHARLES E JR	489.90
433710	GARNER GIGI	183.51	203265	STYRON WILLIAM D JR ETUX ETAL	2.62
433709	GARNER GIGI ETAL BEA GARNER	133.59	10341	TOOTLE OVELLA W	466.91
433709	GARNER GIGI ETAL BEA GARNER	436.47	405888	TREICHEL POLLY	204.20
424193	GHAZAL FARIS N ETUX NAHLA N EL	500.24	27066	TREICHEL RHODA	1.96
27123	GILLIKIN NATHAN DURWOOD	2.75	24495	TURNER BENJAMIN M FORBES ETAL	626.54
33522	GONSALVES RAMONA WILLIS ETAL	1,785.17	33045	WADE GERALD M	262.94
427878	GREENE LEE FRANK	397.36	406386	WALKER COLETTE RYAN	321.75
331295	GUTHRIE WALLACE RYAN L/T	376.75	25077	WALLACE JOT	562.04
392692	HARRELL J E ETUX MARIE S	346.48	473485	WARD MICHELE D	894.54
426832	HAYNES WILLIAM E ETUX MICHELLE	2.12	25091	WHITE VIOLA	339.85
406044	HEAVY WEIGHT PROPERTIES LLC	3.56	24784	WILLIAMS ISSAC C	233.03
448539	HESTER JOHNATHAN L ETAL L/T	254.99	384615	WILLIS DARLENE CAROL	138.72
384595	HESTER KENNETH A ETUX BELINDA	36.50	37673	WILLIS EMMA PERRY	442.06
25334	HIGGINBOTHAM R DON	7.96	26388	WILLIS R E JR ETAL D/B/A	1,207.59
362191	HILL ROBERT E ETAL HILL TRIPP	291.26	158695	WILLIS ROBBIE H ETAL RUSSELL	186.84
23579	HOWLAND WILLIAM HILL	448.60	158695	WILLIS ROBBIE H ETAL RUSSELL	963.30
493154	HUGHES SAMUEL LEE SR ETUX MARY	1,964.30	444151	WILLIS RUSSELL E JR ETAL	1,134.07
150451	KLEW LLC	1,234.59	25309	WILLIS SALLIE G	558.76
24814	LESESNE CHARLES W	166.54	24629	WOOD DAVID ETUX LINDA	64.00

38,726.11

Barred Listing for 2004 Taxes

The following list of real and personal taxes will become barred from collection action as of September 1, 2015 as per North Carolina G.S. 105-378(a). Collection measures as allowed by law will continue until that time.

Real Property

Account	Name	Tax Due
137045	DENNISON K BREESE	101.30
374006	COASTAL HUNTING LAND CONS GP	569.09
	SUBTOTAL	670.39

Personal Property

Account	Name	Tax Due
56770	ADP INC DEALER SERV DIVISI DBA	10.40
53982	CONSECO FINANCE VENDOR SERVICE	87.31
389516	GENE COOKE	304.30
367577	CHARLES S DARDEN	17.56
158815	TERRY L DAY	46.02
389466	SEAN DONBECK	260.00
54766	PAUL A JONES JR	13.79
185294	MCCALLS BARBECUE & SEAFOOD	201.53
367539	RIVERS MILLWATER	4.70
348235	JAY THOMASON	40.66
	SUBTOTAL	986.27
	TOTAL	1,656.66

Report of Insolvents

To: Honorable Mayor and Town Council

The undersigned tax collector respectfully reports that certain personal property taxes levied for the year 2014 remain uncollected, such uncollected taxes being set out below. Said taxes are not liens upon real estate*. The undersigned tax collector has made diligent efforts to collect said taxes by use of remedies against personal property as provided by law and continuing collection efforts are being made. In every instance in which the tax collector has been able to discover through diligent inquiry the existence of property belonging to delinquent taxpayers within other taxing units in North Carolina, the undersigned has proceeded under the provisions of G.S. 105-364.

Receipt No.	Taxpayer's Name	Amount	Remarks
-------------	-----------------	--------	---------

See Attached List

Total \$2,858.14

The undersigned requests that the above-listed taxes be declared insolvent.

This 8th day of July, 2015.

Shirley Meadows
Tax Collector

Sworn and subscribed to before me, this the 8th day of July, 2015.

(Signed) Jeanne M. Gibler
(Officer qualified to take oaths)

Insolvents List 2014 Taxes

This report is required by North Carolina G.S. 105-373(a)(1)(b) and is referred to as the "insolvents list". This is a list of taxpayers who listed no real estate for taxes and who have not paid their personal taxes by the time this report was filed. Collection efforts on these accounts are continuing.*

<u>Account #</u>	<u>Name</u>	<u>Tax Due</u>	<u>Account #</u>	<u>Name</u>	<u>Tax Due</u>
438556	ANDERSON, CAMERON KING ETUX	312.55	514780	MAGYAROS, MICHAEL	217.44
490857	BLACKFORD, WILBUR WRIGHT	90.61	367937	MAYER, MIKE	34.57
373975	BRANCH, JOHN E ETUX JANICE W	23.17	508183	MEADOWS, KEVIN ETUX KIRSTA	1.91
472683	CHOYCE, DEBORAH LYNN	22.83	424903	MONK, VIRGINIA LEE	10.15
54838	CREATIVE LIGHTING KITCHEN BATH	144.04	514671	MONTOYA, DANIA	27.50
395222	EWELL JR, CHARLES L ETUX PAULA	98.24	507243	MOREHEAD GRILL INC	66.81
514774	FERGUSON, JOHN	268.54	389479	OGBURN, VIC	54.58
342352	GASKILL, KIM	13.61	8381	OSWALT, JONATHAN K ETUX JANICE	7.02
428318	GILLIKIN, WILLIAM RONALD	102.37	443226	PRATER, CHRISTORPHER	21.09
469950	HARRY, RAINETTE	297.30	419511	RADMAN, JERRY A	92.84
479919	HECHTMAN, GEORGE J	620.90	510072	REYNOLDS, THOMAS B	66.23
396380	HUTCHERSON, GORDON	26.81	389609	SUTTON, NAOMI KAY	32.90
326794	JOYNER, ARNOLD RAY	52.74	48400	WIND AN SEA FOODS INC	151.39

2,858.14

NOTE: ACCT #26388 HAS REAL AND PERSONAL ON THE SAME BILLING. ADDED THE ACCOUNT TO THE REAL ESTATE DELINQUENT REPORT.

D.

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
Harvey N. Walker, Jr., *Mayor Pro Tem*
George W. Ballou
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David S. Whitlow
City Manager

MEMORANDUM

TO: Tax Collector of the Town of Morehead City

FROM: Morehead City Town Council

DATE: July 14, 2014

SUBJECT: Fiscal Year 2015/2016 Taxes

NORTH CAROLINA
CARTERET COUNTY

You are hereby authorized, empowered and commanded to collect taxes set forth in the tax records filed in the Office of the Tax Collector and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a lien upon all real property of the respective taxpayers in the Town of Morehead City and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

WITNESS, my hand and official seal this the 14th day of July, 2015.

TOWN OF MOREHEAD CITY

Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk

E.

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL

Harvey N. Walker, Jr., Mayor Pro Tem
George W. Ballou
Demus L. Thompson
William F. Taylor
Diane C. Warrender

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

**Town of Morehead City
Ordinance 2015-24
Amending Chapter 9, Motor Vehicles and Traffic, Article VII, Traffic Schedules,
Section 9-176, Schedule X, - Stop Intersections (c) Four-Way Stop Intersection:
South 8th Street and Evans Street**

BE IT ORDAINED, by the Council of the Town of Morehead City that Chapter 9, Motor Vehicles and Traffic, Article VII, Traffic Schedules, Section 9-176, Schedule X, - Stop Intersections (c) Four-Way Stop Intersection, be amended by the following:

Remove: [None designated by the town as of the enactment of Ordinance No. 1996-52.]

Add: South 8th Street and Evans Street.

This Ordinance will become effective upon adoption.

ADOPTED, this the 14th day of July, 2015.

Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk

F.

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
Harvey N. Walker, Jr., Mayor Pro Tem
George W. Ballou
Demus L. Thompson
William F. Taylor
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David S. Whitlow
City Manager

**TOWN OF MOREHEAD CITY
ORDINANCE 2015-25
2014 WEST END PUMP STATION AND FORCE MAIN CAPITAL PROJECT
ORDINANCE**

BE IT ORDAINED, by the Town of Morehead City that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I. The project authorized includes the Town of Morehead City’s Division of Water Infrastructure (DWI) Sewer System Improvements Project known as “2014 West End Pump Station and Force Main” and identified as Project Number CS3700567-04.

Section II. The officers of the Town of Morehead City are hereby directed to proceed with the loan project within the terms of the loan documents, the rules and regulations of the DWI and the budget contained herein.

Section III. The following revenues are anticipated to be available to complete the project:

Division of Water Infrastructure Loan \$2,500,000.00

Section IV. The following amounts are appropriated for the project:

Construction including Technical Services \$2,400,000.00
Contingency, Land, Legal, Closing Fee and Other 100,000.00
TOTAL \$2,500,000.00

Section V. The finance officer is hereby directed to maintain sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and State regulations.

Section VI. Funds may be advanced from other Town of Morehead City fund accounts for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner. Reimbursement should be in a timely manner.

Section VII. The finance officer is directed to report as requested on the financial status of each project element in Section IV and on the total revenues received or claimed.

Section VIII. The budget officer is directed to include an analysis of costs and revenues on this project as requested by the Council.

Section IX. Copies of this Loan Project Budget Ordinance shall be made available to the budget officer for direction in carrying out this project.

Adopted this the 14th day of July, 2015 at Morehead City, North Carolina.

Gerald A. Jones, Jr., Mayor

Attest: _____
Jeanne M. Giblin, City Clerk

TOWN OF MOREHEAD CITY

AGENDA ITEM: 3.A.

REQUEST FOR TOWN COUNCIL ACTION

DATE: July 14, 2015

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Public Hearing: Request for a Certificate of Convenience and Necessity [Taxi Franchise] for Old Town Taxi, LLC, Charles McDonald [Owner], 316 Marsh Street, Beaufort, N.C. -- Adopt Ordinance 2015-23

Background Information Attached: Yes No

The application is for a taxi service [taxi franchise] in Morehead City. Old Town Taxi, LLC, has been in business in Carteret County for many years. The City Code provides that a Certificate of Convenience and Necessity be granted for two [2] years. A taxi franchise must pass two [2] readings before the City Council with the request to set the date of the public hearing being the first reading and the public hearing being the second such hearing. The Public Safety Committee reviewed the application.

Recommended Action: Conduct the public hearing. If the Council so desires, adopt Ordinance 2015-23 granting a Certificate of Convenience and Necessity [Taxi Franchise] to Old Town Taxi, LLC, Charles McDonald [Owner], 316 Marsh Street, Beaufort, North Carolina for the period of July 14, 2015 to July 31, 2017.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Naves _____ Postponed/Tabled _____

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL

Harvey N. Walker, Jr., *Mayor Pro Tem*
George W. Ballou
Demus L. Thompson
William F. Taylor
Diane C. Warrender

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

ORDINANCE 2015-23
CERTIFICATE OF CONVENIENCE AND NECESSITY
FOR THE OPERATION OF TAXICABS

Name of Applicant: Old Town Taxi, LLC
Charles McDonald

Address: 316 Marsh Street, Beaufort, N.C.

The application for a Certificate of Convenience and Necessity of the above named taxicab company having been heard at a public hearing on the 14th day of July, 2015, before the Town Council of the Town of Morehead City, the Council made the following findings:

1. That said operator had duly filed said application as required by the taxicab ordinances for the operation of three [3] taxicabs.
2. That the public convenience and necessity requires the operation of said taxicabs.
3. The operator has filed his schedule of fares, liability insurance policies, financial statements, statements of condition of vehicles, and has complied with all other ordinances and regulations of the Town Council of the Town of Morehead City relating to the operation of taxicabs.

IT IS, THEREFORE, ordered by the Town Council of the Town of Morehead City that a Certificate of Convenience and Necessity for the operation of 3+/- taxicabs be issued to the above named applicant.

This certificate to be valid for the operation of said taxicabs for the period of July 14, 2015 to July 31, 2017.

Dated this the 14th day of July, 2015.

Town of Morehead City

Gerald A. Jones, Jr., Mayor

ATTEST:

Jeanne M. Giblin, City Clerk

Ref:A:CityClerk:TaxiCertificate

**APPLICATION FOR A CERTIFICATE OF CONVENIENCE & NECESSITY
[TAXI FRANCHISE]**

To the Mayor and Honorable City Council of the Town of Morehead City:

The undersigned hereby makes application for a taxi franchise under the provisions of North Carolina General Statute 160A-304, and presents to the Honorable Council the following information:

1. That the applicant is familiar with the ordinances of Morehead City relating to liability insurance, driver regulations, regulation of rates, and other matters pertaining to the operation of taxicabs.

2. That the individual, corporate or trade name and business address for the applicant is:

Name: Old Town Taxi, LLC

Address: 316 Marsh St. Beaufort, NC 28516

Business Phone: 252-838-2316 Fax: _____

Cell Phone: 252-838-1277 E-mail: CMCDONALD001@centurylink.net

3. That the applicant is:

A. An individual and sole owner of the taxi business to be operated under the above name.

B. LLC [Limited Liability Corporation]: [attached hereto is a copy of the Certificate of Limited Liability Corporation filed with the state] under the laws of North Carolina in the year 2014 and Officers of the Limited Liability Corporation are:

Name[s]: Charles McDonald Business Address: 316 Marsh Street, Beaufort, NC 28516

C. A corporate chartered [attached hereto is a copy of Certificate of Incorporation filed with the state] under the laws of North Carolina in the year _____ and Officers of the Corporation are:

Name[s]: _____ Business Address: _____

D. A partnership [attached hereto is a copy of Agreement of Partnership].

Name[s]: _____ Business Address: _____

4. That the applicant operates in the following cities: Beaufort

5. That the applicant is requesting franchise to operate 3 vehicles.

6. That in support of this application there is attached hereto and made a part of hereof the following exhibits:

✓ EXHIBIT A: A full statement of facts [not arguments or conclusions] which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.

EXHIBIT B: A complete list of applicant's motor equipment showing year, make, model and carrying capacity of each unit.

✓ EXHIBIT C: Financial statement showing assets, liabilities, and net worth of applicant.

✓ EXHIBIT D: Statement showing applicant has made complete arrangements for off-street parking of all said motor vehicles.

✓ EXHIBIT E: Statement of proposed fares for transportation of persons and property.

✓ EXHIBIT F: Statement of experience of applicant in conducting taxi business.

✓ EXHIBIT G: Proof of Common Carrier Insurance/Automobile Liability Insurance as stated in the ordinance.

✓ EXHIBIT H: If business is operating under an assumed name, applicant must furnish a copy of the Certificate filed with the Register of Deeds in this county.

Signec: Charles McDonald
Name of applicant

Sworn and subscribed before me this the 27th day of April, 2015.

Maxine T. Wilkins
Notary

My Commission expires: 6/17/18





NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

OLD TOWN TAXI, LLC

the original of which was filed in this office on the 2nd day of June, 2014.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 2nd day of June, 2014.

Elaine F. Marshall

Secretary of State



FILE # 1489270

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Joy Lawrence, Register of Deeds
[Signature]
Asst. Deputy, Register of Deeds

**CERTIFICATE OF ASSUMED NAME FOR SOLE PROPRIETORSHIP, PARTNERSHIP,
LIMITED PARTNERSHIP**

The undersigned, proposing to engage in business in Carteret County, North Carolina under an assumed name or a partnership name, do hereby certify that:

1. The name under which the business is to be conducted is:

Old Town Taxi LLC
(Insert assumed or partnership name)

2. The names and addresses of all owners of the business are:

316 MARSH STREET
BEAUFORT NC 28514
CHARLES McDONALD
(Insert name and address of each owner)

In witness whereof, this certificate is signed by each of the owners of said business, this 16th day of September, 2014.

Charles McDonald (seal)

(seal)

(seal)

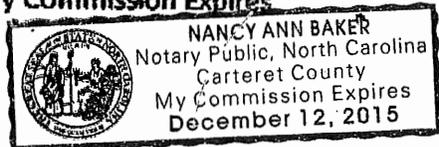
State of North Carolina
County of Carteret

I, Nancy Ann Baker, a Notary Public, do hereby certify that on this 16th day of September, 2014 personally appeared before me Charles McDonald

who are all signers of the foregoing instrument, and each acknowledged the due execution thereof. Witness my hand and official seal, this 16th day of September, 2014

12/12/2015
My Commission Expires

Nancy Ann Baker
Notary Public



BOOK 1489 PAGE 270

①

SOSID: 1382453
Date Filed: 6/2/2014 12:31:00 PM
Elaine F. Marshall
North Carolina Secretary of State

C2014 147 00580

State of North Carolina
Department of the Secretary of State

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Old Town Taxi, LLC

(See Item 1 of the Instructions for appropriate entity designation)

2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)

Charles McDonald, 608 Cedar Street, Beaufort, North Carolina 28516

member/organizer

3. The name of the initial registered agent is: Charles McDonald

4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 316 Marsh Street

City Beaufort State: NC Zip Code: 28516 County: Carteret

5. The mailing address, if different from the street address, of the initial registered agent office is:

Number and Street _____

City _____ State: NC Zip Code: _____ County: _____

6. Principal office information: (Select either a or b.)

a. The limited liability company has a principal office.

The principal office telephone number: 252-838-2316

The street address and county of the principal office of the limited liability company is:

Number and Street 316 Marsh Street

City Beaufort State: NC Zip Code: 28516 County: Carteret

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street _____

City _____ State: _____ Zip Code: _____ County: _____

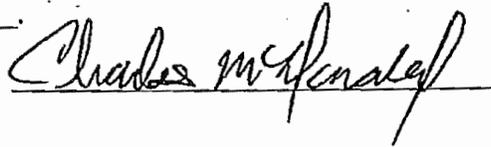
b. The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. (Optional): Please provide a business e-mail address: _____
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

9. These articles will be effective upon filing, unless a future date is specified:

This is the 22 day of May, 20 14.



Signature

Charles McDonald, member/organizer
Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Signature

Signature

Type and Print Name and Title

Type and Print Name and Title

Signature

Signature

Type and Print Name and Title

Type and Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

LETTERS OF CHARACTER

Faith Tabernacle of Praise, Inc.
413 NC Hwy. 101
PO Box 686
Beaufort, North Carolina 28516
"The church with a heart for people"

May 16, 2014

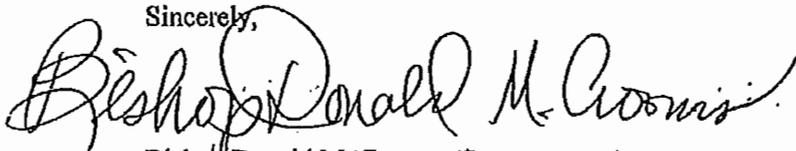
To Whom It May Concern:

Charles McDonald is an outstanding citizen of Beaufort, North Carolina. I have known him for most of my life. He serves in the community in many capacities and you can count on him in lending support for civic causes. He and his wife have been business owners and serving the public in the Carteret County area for more than twenty (20) years. He is dependable, capable, possesses business savvy as well as hospitality that encourages the public to continue to patronize his business. His moral standards and integrity are impeccable as is his character.

For further information, you may contact me by calling the following numbers:

(252) 393-1005 or (919) 937-7798.

Sincerely,



Bishop Donald M. Crooms, Sr.

Faith Tabernacle of Praise/Tabernacle of Praise International Ministries
Bishop and Founder

May 19, 2014

To Whom It May Concern:

I have known Charles S. McDonald Sr. for many years. During the years of our acquaintance, I have known Mr. McDonald in many capacities; from Chief of Police to Town Commissioner. In addition, I worked as a Secretary for Mr. McDonald during his ownership of Cumbo-McDonald Funeral Home.

Mr. McDonald is always quick on his feet, with sensible reactions in all the circumstances I've seen him in. I am confident in saying that he is capable of handling and making any business decisions, or otherwise with maturity and intelligence.

He has proven himself to be genuine and fair from a business perspective, and from a personal stance. He is efficient, extremely competent, and has an excellent rapport with people of all ages. His expertise in the industry would be a great asset to the community.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Angela Johnson".

Angela Johnson
252-342-6396

EXHIBIT A

STATEMENT OF FACTS

I, Charles McDonald, am the sole member/manager of Old Town Taxi, LLC. From 1995 to 2004 I operated A1Yellow Cab located in Beaufort, North Carolina. At that time, I provided transportation for the Tiller School and other individuals who sought transportation. I currently operated Old Town Taxi, LLC in the town of Beaufort because there were no taxicab services in Beaufort. I am currently seeking permission to operated Old Town Taxi, LLC in Morehead City.

In support of my application, operation of Old Town Taxi, LLC in Morehead City will provide services for individuals who do not have transportation which in turn will reduce the amount of driving crimes (for example, DUI, DWI, driving without a license, etc.). This proposed operation of a taxicab business in Morehead City is a necessity for Morehead City as it will allow individuals to have the option of choosing alternative transportation in and around town. Furthermore, the operation of Old Town Taxi, LLC in Morehead City will allow convenience for individuals and ensure their safety as well.

EXHIBIT E

**OLD TOWN TAXI
RATES FOR TRANSPORTATION**

FROM BEAUFORT TO THE FOLLOWING DESTINATIONS:

	<u>PRICE</u>	<u>PIGGY BACK</u>
ATLANTIC _____	\$40.00-\$45.00	\$95.00
ATLANTIC BEACH CIRCLE _____	\$13.00	\$30.00
ATLANTIC BEACH SHERATON _____	\$15.00	\$35.00
BEAUFORT _____	\$5.00	\$15.00
EMERALD ISLE _____	\$35.00	\$85.00
FORT MACON _____	\$13.00	\$30.00
HARKERS ISLAND _____	\$30.00	\$65.00
HAVELOCK _____	\$30.00	\$65.00
INDIAN BEACH _____	\$30.00-\$35.00	\$75.00
MERRIMON _____	\$15.00-\$20.00	\$40.00
MOREHEAD CITY NEAR A/B BRIDGE _____	\$11.00	\$25.00
MOREHEAD CITY PAST A/B BRIDGE _____	\$15.00	\$30.00
NEWPORT _____	\$20.00-\$25.00	\$55.00
NORTH RIVER _____	\$10.00-\$15.00	\$35.00
OTWAY/BETTIE _____	\$20.00-\$22.00	\$44.00
PINE KNOLL SHORES _____	\$17.00	\$40.00
SALTER PATH _____	\$24.00-\$27.00	\$60.00
SEA GATE _____	\$15.00-\$20.00	\$40.00

EXHIBIT F

I, Charles McDonald, am the sole member/manager of Old Town Taxi, LLC. From 1995 to 2004 I operated A1 Yellow Cab located in Beaufort, North Carolina. At that time, I provided transportation for the Tiller School and for other individuals who sought transportation. I currently operated Old Town Taxi, LLC in the town of Beaufort because there were no taxicab services in Beaufort. I have been operating Old Town Taxi, LLC in Beaufort, since 2014.

TOWN OF BEAUFORT
BUSINESS LICENSE
2014
FEE INFORMATION

Fee:	0.00
Penalty:	0.00
Total Paid:	95.00

TOWN OF BEAUFORT
BUSINESS LICENSE
2014

This License Expires June 30, 2015

License Number 3860

This license does not constitute acceptance or approval of the use of the above named location as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable Town and State Codes. Town Hall must be notified of any change of address.

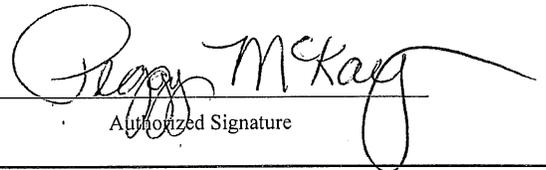
The License is non-transferable and is subject to be revoked if abused.

OLD TOWN TAXI

P O BOX 845
BEAUFORT, NC 28516

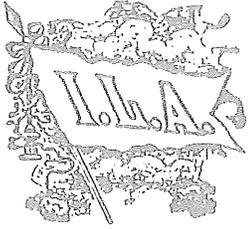
Date Issued 09/25/2014

TAXI CABS
003650/FR
CHARLES S MCDONALD
316 MARSH ST BEAUFORT, NC


Authorized Signature

OLD TOWN TAXI

P O BOX 845
BEAUFORT, NC 28516



INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

ILA LOCAL 1807

407 - 409 Arendell Street

MOREHEAD CITY, NORTH CAROLINA 28557

REG. U.S. PATENT OFFICE

AFFILIATED WITH AFL-CIO
AND CANADIAN LABOUR CONGRESS

May 6, 2015

To Whom It May Concern :

I John W Ellis, give Old Town Taxi permission to use ILA Local 1807 parking lot for customer pick up located at 407 Arendell Street Morehead City, North Carolina 28557-4211.

John W. Ellis

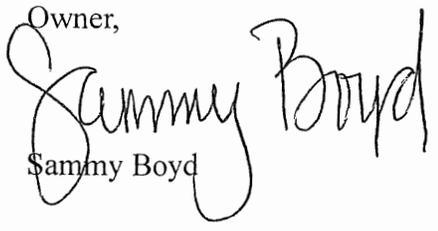
President ILA Local 1807
Morehead City, NC 28557-4211

Chef's 105
105 South 6th Street
Morehead City, NC 28557
(252)240-1105

April 29, 2015

To Whom It May Concern:

I Sammy Boyd, give Old Town Taxi permission to use Chef's 105 paking lot for customer pick-up.

Owner,

Sammy Boyd

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL

Harvey N. Walker, Jr., *Mayor Pro Tem*
George W. Ballou
Demus L. Thompson
William F. Taylor
Diane C. Warrender

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

PUBLIC NOTICE TOWN OF MOREHEAD CITY

Notice that a Public Hearing will be held at the Morehead City Council Meeting on Tuesday, July 14, 2015, at 5:30 p.m., in the Municipal Chambers located at 202 South 8th Street, Morehead City, to consider issuing a Certificate of Convenience & Necessity [Taxi Franchise] for Old Town Taxi, LLC, Beaufort, N.C. The hearing will be conducted in accordance with the requirements of Chapter 8, Article VI. *Taxicabs*, of the Morehead City Code of Ordinances. The public is invited to attend.

Jeanne M. Giblin, City Clerk

PUBLIC NOTICE

TOWN OF MOREHEAD CITY

Notice that a Public Hearing will be held at the Morehead City Council Meeting on Tuesday, July 14, 2015, at 5:30 p.m., in the Municipal Chambers located at 202 South 8th Street, Morehead City, to consider issuing a Certificate of Convenience & Necessity [Taxi Franchise] for Old Town Taxi, LLC, Beaufort, N.C. The hearing will be conducted in accordance with the requirements of Chapter 8, Article VI. *Taxicabs*, of the Morehead City Code of Ordinances. The public is invited to attend.

Jeanne M. Giblin,
City Clerk

Ju28

TOWN OF MOREHEAD CITY

AGENDA ITEM: 3.B.

DATE: July 14, 2015

REQUEST FOR TOWN COUNCIL ACTION

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Public Hearing: Request Submitted by Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, to Rezone Property located at 151 Gloria Dawn Road from CH [Highway Commercial] to I [Industrial] District – Adopt Resolution 2015-32 and Ordinance 2015-22

Background Information Attached: Yes X No

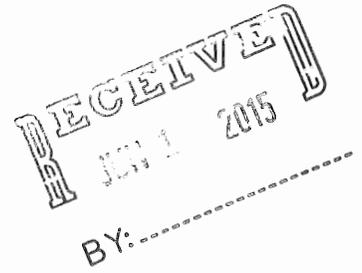
Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, is requesting to rezone an approximately 2.09 acre tract located at 151 Gloria Dawn Road from CH [Highway Commercial District] to I [Industrial District]. The property is located partially within the corporate limits and partially within the extraterritorial jurisdiction and is currently vacant. The property is owned by Richard Wayne See. A closing on the sale of the property to Loser Boy, LLC is scheduled for June 15, 2015.

The zoning classification of adjacent properties is I to the north and east, CH to the west, and CH and R15M across Business Drive to the south. Surrounding land use includes a contractor’s plant to the north, agricultural uses across Business Drive to the south, a public utility building and undeveloped land to the east, and the Wayne See subdivision stormwater pond to the west. The property is located in Neighborhood 8 of the CAMA Land Use Plan and is classified as General Industrial and Low Density Residential. Property owners within 300 feet of the property were notified of the Planning Board meeting as well as the date of the public hearing on July 14, 2015. The property has been posted.

At the Planning Board Meeting on June 16, 20165, Jackie Maucher made the MOTION, seconded by Tom Outlaw, and carried unanimously, to recommend approval of the rezoning request and Resolution No. 2015-0007. The Planning Committee of the Council reviewed the request.

Recommended Action: Conduct the public hearing. If the Council so desires, adopt Resolution 2015-32 and Ordinance 2015-22 granting the request submitted by Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, to Rezone property located at 151 Gloria Dawn Road from CH [Highway Commercial] to I [Industrial] District.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Naves _____ Postponed/Tabled _____



MEMORANDUM

TO: Jeanne Giblin, City Clerk

FROM: Sandi Watkins, Planner

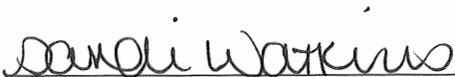
SUBJECT: Request submitted by Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, to rezone property located at 151 Gloria Dawn Road from CH (Highway Commercial) to I (Industrial)

DATE: June 2, 2015

I certify that on June 8th and June 25th, a copy of the notice of public hearing for the above referenced rezoning request was mailed to property owners within 300' of the proposed rezoning site. I have attached a copy of the legal advertisement and mailing list for your reference.

I have also attached color maps and a draft ordinance for inclusion in the Council Agenda packet for July 14, 2015.

The Planning Board discussed this item at their June 16, 2015, public meeting, and a copy of that report follows.


Sandi Watkins
Planner

REZONING REQUEST: Rezoning Request from Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, to rezone Tax PIN #636601288274000 located at 151 Gloria Dawn Road from CH [Highway Commercial District] to I [Industrial District] - Flood Zone: X/AE 9

Planning Board Update (6/16/2015): Jackie Maucher made MOTION, seconded by Tom Outlaw, to recommend approval of the rezoning request and Resolution No. 2015-0007. The motion carried unanimously.

Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, is requesting to rezone an approximately 2.09 acre tract located at 151 Gloria Dawn Road from CH [Highway Commercial District] to I [Industrial District]. The property is located partially within the corporate limits and partially within the extraterritorial jurisdiction and is currently vacant. The property is owned by Richard Wayne See. A closing on the sale of the property to Loser Boy, LLC is scheduled for June 15, 2015.

The zoning classification of adjacent properties is I to the north and east, CH to the west, and CH and R15M across Business Drive to the south. Surrounding land use includes a contractor's plant to the north, agricultural uses across Business Drive to the south, a public utility building and undeveloped land to the east, and the Wayne See subdivision stormwater pond to the west.

The property is located in Neighborhood 8 of the CAMA Land Use Plan and is classified as General Industrial and Low Density Residential. Attached is a draft land use consistency resolution for review and consideration.

Property owners within 300 feet of the property were notified of the Planning Board meeting as well as the date of the public hearing which is scheduled for July 14, 2015. The property has been posted.

Traditional Rezoning Request:

Traditional rezoning requests require consideration of all the uses permitted in the I and CH districts because potentially any of those uses may be located on the site. Looking at all the permitted and special uses in both districts and the development standards, which is the more appropriate zoning classification for the property, I or CH?

No site plan is required and decisions cannot be based upon a specific use of the property, even though the property owner may speak to a specific use



**PLANNING BOARD
RESOLUTION No. 2015-0007**

**Plan Consistency Statement
for Case #PB15-006**

Request to rezone 151 Gloria Dawn Road from CH to I

WHEREAS, Ralph & Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, have requested to rezone 151 Gloria Dawn Road (Tax PIN #636601288274000) from CH (Highway Commercial District) to I (Industrial District); and

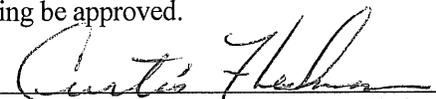
WHEREAS, effective January 1, 2006, North Carolina General Statute 160A-383 requires that “prior to adopting or rejecting any zoning amendment” each local governing board “shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest”; and

WHEREAS, this rezoning request was duly advertised and was the subject of a public meeting of the Morehead City Planning Board on June 16, 2015, during which the applicant, interested parties, and staff were given the opportunity to comment on the application; and

WHEREAS, the Planning Board has made the following findings and conclusions:

1. The proposed rezoning is consistent with the CAMA Land Use Plan Vision Statement and does appear to be consistent with the land use and development policies, specifically:
 - Section 4.2.2 Land Use Compatibility, Policy #1 and #2;
 - Section 4.2.3 Infrastructure Carrying Capacity, Policy #6;
 - Section 4.2.7 Areas of Local Concern, Policy #3 and #10; and
 - Section 4.2.8 Neighborhood-Specific Policies, Policy #2, #3, and #4.
2. The proposed rezoning is in the public interest because:
 - The adjacent properties to the north and east are currently zoned Industrial, consistent with the requested zoning classification for the subject property;
 - The majority of the subject property is located within the General Industrial future land use classification with which the proposed Industrial zoning designation is consistent; and
 - The subject property is located in an area with access to adequate public infrastructure, including water and sewer utilities and adequate roadway access.
3. The proposed amendment does not appear to conflict with other plans.

NOW, THEREFORE, BE IT RESOLVED, on the basis of the foregoing findings and conclusions, that the Morehead City Planning Board does hereby find the rezoning request consistent with the most recently adopted CAMA Land Use Plan and recommends to the Morehead City Council that the request for rezoning be approved.


Curtis Fleshman, Chairman

6-16-16

Date



151 Gloria Dawn Road

5006

MATTIE



RYAN

5030

5020

161

GLORIA DAWN

5031

5025

5021

5017

BUSINESS

5000

151

Site

140

5001

CH

143

MARY

R15M

FLOYD

136

141

Loser Boy (Ralph & Beth Nitt)
Rezoning Request - CH to I

Prepared By: Town of Morehead City
Planning Department
June 2015



151 Gloria Dawn Road



Loser Boy (Ralph & Beth Nitt)
Rezoning Request - CH to I

Prepared By: Town of Morehead City
Planning Department
June 2015



PB15-006

TOWN OF MOREHEAD CITY REZONING APPLICATION

STREET ADDRESS: 151 Gloria Dawn Road, Morehead City, NC

PROPERTY OWNER INFORMATION:

Name: Richard Wayne See (closing date 6/15/15 to new owners below)

Phone Number: 252-269-4714

Address: 161 Gloria Dawn Road, Morehead City, NC 28557

Email Address: garym@mercerrealtyinc.com (agent)

APPLICANT INFORMATION (if different from property owner):

Name: Loser Boy, LLC - Ralph & Beth Nitt

Phone Number: 252-247-3800

Address: PO Box 782, Morehead City, NC 28557

Email Address: bblilly@hotmail.com

PROPERTY INFORMATION:

Tax PIN #(s): 636601288274000

Total Acreage: 2.089 acres

Property Dimensions: 453' x 200' x 455' x 205'

Flood Zone(s): Zone X - Minimal

Current Zoning Designation(s): CH - Commercial Highway

Proposed Zoning Designation(s): I - Industrial

Land Use Plan Classification(s): General Industrial

Land Use Plan Neighborhood(s): #8

Corporate Limits: Located in Morehead City Corporate Limits

NOTE: Applications are due 28 days prior to the Planning Board meeting. Incomplete applications will not be accepted and will be returned. A complete basic rezoning application includes this application form, filing fee, and statement on what impacts the rezoning will have on City services as it relates to public health, safety and welfare and a statement on how the rezoning fits with the development policies outlined in the Land Use Plan.

I understand that if the application is not complete that I will have to resubmit and this item will not be scheduled as a Planning Board agenda item until the application is complete.

 5-15-15
Applicant Signature & Date

To be completed by Staff:
Date Application Received: 5/15/15 Application Status: Complete Incomplete
Application Review Completed by: _____ Date: _____

Amount of Filing Fee Paid: \$325.00 CL# 5827
 Page 2

CH District

Permitted Uses

- Accessory Building/Use
- Accessory Outdoor Displays
- Accessory Outdoor Storage*
- Adult Establishment*
- Animal Hospital/Veterinary Clinic
- Auction House
- Automobile Repair Garage*
- Automobile Service Station*
- Bar/Cocktail Lounge*
- Bus Terminal
- Car Wash
- Cemetery, Pet
- Club or Lodge, Private*
- Communication Services
- Dry Cleaning/Laundry Establishment
- Fabricating Shop (majority of products sold at retail on premises)
- Financial Institution
- Flea/Farmer's Market
- Funeral Home
- Garden Center
- Government Building/Use
- Itinerant Merchant/Vendor*
- Kennel*
- Library, Museum, Art Gallery
- Motel
- Motor Vehicle Sales
- Office, All
- Outdoor Vending Self-Service Machine*
- Parking Facility
- Passenger Transportation and Associated Services
- Railroad Transportation and Associated Services

- Personal Services
- Printing, Publishing and Allied Industries (SIC #27)
- Public Utility Building/Use*
- Recreation Use, Indoor
- Recreation Use, Outdoor
- Recreation Use, Governmental
- Recycling Collection Point
- Restaurant
- Restaurant, Drive-In
- Retail, Indoor with Gas Pumps and Storage
- Retail, Marine-Related With or Without Outdoor Storage
- Retail and Wholesaling, Indoor
- Retail and Wholesaling, Marine Related With or Without Outdoor Storage
- Self-Service Storage Facility
- Sign, Outdoor Advertising
- Sign, Principal Use
- Sign, Temporary
- Sign Shop
- Studio
- Tattoo and/or Body Piercing Establishment
- Taxi Stand
- Theater
- Warehousing and Distribution

Special Uses

- Adult Day Care Center
- Boat Storage
- Child Day Care
- Child Day Care, Afterschool
- Church*

I District

Permitted Uses

- Accessory building/use
- Accessory retail sales
- Automobile Repair Garage*
- Automobile Service Station*
- Boat storage
- Bulk storage, general:
 - Agricultural products
 - Lime and fertilizer storage
 - Nonhazardous materials
 - Woodchips/wood pellets
- Circus, carnival, fair
- Contractor's plant/storage yard
- Dock, public
- Government building/use
- Greenhouse/plant nursery
- Kennel*
- Laundry/dry cleaning plant
- Manufacturing and processing:
 - Apparel and other finished textile products (SIC #23)
 - Asphalt, paving and roofing materials (SIC #295)
 - Electronic and other electrical equipment (SIC #36)
 - Fabricated structural metal products (#344)
 - Food and kindred products (SIC #20) excluding meat products (SIC #201)
 - Furniture and fixtures (SIC #25)
 - Industrial and commercial machinery and computer equipment (SIC #35)
 - Leather and leather products (SIC #31) excluding tanning and finishing (SIC #311)
 - Measuring, analyzing and controlling instruments (SIC #38)
 - Miscellaneous fabricated metal products (SIC #349)
 - Miscellaneous manufacturing industries (SIC #39)
 - Motorcycles, bicycles and parts (SIC #375)
 - Printing, publishing and allied industries (SIC #27)
 - Stone, clay, glass and concrete products (SIC #32)
 - Tobacco products (SIC #21)
 - Transportation equipment (SIC #37)
 - Woodchips/wood pellets

- Marina, commercial*
- Marine cargo handling
- Marine storage/repair yard
- Outdoor vending self-service machine*
- Public utility building/use*
- Recreation use, governmental
- Restaurant
- Self-service storage facility
- Sign, outdoor advertising
- Sign, principal use
- Sign, temporary
- Transportation services:
 - Maintenance facilities for water, motor freight and railroad transportation
 - Passenger transportation and associated services
 - Railroad transportation and associated services
 - Shipping brokers, freight and cargo
- Warehousing and distribution
- Water conditioning service
- Wholesaling, warehousing

Special Uses

- Bulk storage, general:
 - Bulk storage compatible with the uses in the district, not associated with any type of freight cargo or commodities, indoor and outdoor
- Communication services
- Communication tower*
- Fuel services
- Junkyard*
- Manufacturing and processing:
 - Industrial (other) uses compatible with the permitted uses of the district
 - Manufacturing compatible with the permitted uses of the district
- Recreation use, indoor
- Recycling center
- Recycling plant
- Research facility
- Towing/recovery storage yard*

TOWN OF MOREHEAD CITY

NOTICE OF PUBLIC HEARING

July 14, 2015

Notice is hereby given that the Morehead City Planning Board will hold a **public meeting** on Tuesday, June 16, 2015, at 5:30 p.m., in the Municipal Building Auditorium, 202 South Eighth Street, to discuss the following proposal:

Request submitted by Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, to rezone Tax Parcel #636601288274000 located at 151 Gloria Dawn Road from CH (Highway Commercial District) to I (Industrial District).

The **public hearing** will be conducted by the Morehead City Town Council on Tuesday, July 14, 2015, at 5:30 p.m. in the Municipal Building Auditorium, 202 South Eighth Street.

The Council and Planning Board may consider other appropriate districts which are less intense or reasonably similar based upon comments received during the public hearing.

The public is invited to be present at both meetings and
Copies of this request are on file in the Morehead City Planning
Street, Morehead City, NC (252) 726-6848, ext. 140.

Sandi Watkins
Planner

Please advertise three times as follows:

Friday, June 12, 2015

Friday, July 3, 2015

Friday, July 10, 2015

Please bill charges to:
Town of Morehead City
PO# 62857

**NOTICE OF
PUBLIC HEARING**
July 14, 2015

posed rezoning.
e, 706 Arendell

Notice is hereby given that the Morehead City Planning Board will hold a public meeting on Tuesday, June 16, 2015, at 5:30 p.m., in the Municipal Building Auditorium, 202 South Eighth Street, to discuss the following proposal:

Request submitted by Ralph and Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, to rezone Tax Parcel #636601288274000 located at 151 Gloria Dawn Road from CH (Highway Commercial District) to I (Industrial District).

The public hearing will be conducted by the Morehead City Town Council on Tuesday, July 14, 2015, at 5:30 p.m. in the Municipal Building Auditorium, 202 South Eighth Street.

The Council and Planning Board may consider other appropriate districts which are less intense or reasonably similar based upon comments received during the public hearing.

The public is invited to be present at both meetings and comment on the proposed rezoning. Copies of this request are on file in the Morehead City Planning and Inspections Office, 706 Arendell Street, Morehead City, NC (252) 726-6848, ext. 140.

Sandi Watkins
Planner

Ju12,Jy3,10



Table1

Thursday, June 18, 2015

8:19:22 AM

Owner Name	Mailing Address	City	State	ZIP
Jim H. Sloan	5243 Webb Ct	Morehead City	NC	28557
BMIL Technologies LLC	4915 Arendell Street #313	Morehead City	NC	28557
Richard W. See	PO Box 1076	Morehead City	NC	28557
Turnage Investments LLC	PO Box 1677	Morehead City	NC	28557
James H. & Carol F. Sloan	377 Wildwood Rvr Rdg Rd	Newport	NC	28570
Spacey Projects Too LLC	608 Ann Street	Beaufort	NC	28516
Cassie Jones	1107 W Wyoming Ave 2nd Fl	Philadelphia	PA	19140
U.S.C.G. Station Fort Macon	2301 East Fort Macon Road	Atlantic Beach	NC	28512
Deaver R. McNeal	123 Pete Road	Newport	NC	28570

RESOLUTION NO. 2015-32

RESOLUTION OF PLAN CONSISTENCY IN ACCORDANCE WITH G.S. 160A-383 FOR A REZONING OF PROPERTY LOCATED AT 151 GLORIA DAWN ROAD, MOREHEAD CITY, NC, FROM CH (HIGHWAY COMMERCIAL) DISTRICT TO I (INDUSTRIAL) DISTRICT.

WHEREAS, Ralph & Beth Nitt of Loser Boy, LLC, on behalf of Richard Wayne See, have requested to rezone 151 Gloria Dawn Road from Highway Commercial (CH) District to Industrial (I) District; and

WHEREAS, effective January 1, 2006, North Carolina General Statute 160A-383 requires that “prior to adopting or rejecting any zoning amendment” each local governing board “shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest”; and

WHEREAS, this text amendment request was duly advertised and was the subject of a public hearing before the Morehead City Council on July 14, 2015, during which the applicant, interested parties, and staff were given the opportunity to comment on the application; and

WHEREAS, the Morehead City Council has made the following findings and conclusions:

1. During its meeting on June 16, 2015, the Morehead City Planning Board recommended approval of rezoning 151 Gloria Dawn Road from CH to I.
2. The proposed rezoning is consistent with the CAMA Land Use Plan Vision Statement and does appear to be consistent with the general policies, specifically:
 - Section 4.2.2 Land Use Compatibility, Policy #1 and #2;
 - Section 4.2.3 Infrastructure Carrying Capacity, Policy #6;
 - Section 4.2.7 Areas of Local Concern, Policy #3 and #10; and
 - Section 4.2.8 Neighborhood-Specific Policies, Policy #2, #3, and #4.
3. The proposed rezoning is in the public interest because:
 - a. The adjacent properties to the north and east are currently zoned Industrial, consistent with the requested zoning classification for the subject property.
 - b. The majority of the subject property is located within the General Industrial future land use classification with which the proposed Industrial zoning designation is consistent.
 - c. The subject property is located in an area with access to adequate public infrastructure, including water and sewer utilities and adequate roadway access.
4. The proposed map amendment does not appear to conflict with other City plans.

NOW, THEREFORE, BE IT RESOLVED, on the basis of the foregoing findings and conclusions, that the Morehead City Council does hereby find the text amendment consistent with the most recently adopted CAMA Land Use Plan and orders that the text amendment be approved.

Gerald A. Jones, Jr., Mayor

ATTEST:

Jeanne M. Giblin, City Clerk

ADOPTED: _____

ORDINANCE NO. 2015-22

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE AND
MAP OF THE TOWN OF MOREHEAD CITY TO INCLUDE IN THE I DISTRICT
THAT PROPERTY KNOWN AS TAX PIN 636601288274000:**

WHEREAS, an application has been filed with the Town Council of the Town of Morehead City requesting an amendment to the Unified Development Ordinance and Zoning Map to include in the I (Industrial) District that property described below, and now zoned CH (Highway Commercial) District, that said property is owned by Richard Wayne See, and is known as Tax PIN #636601288274000; and

WHEREAS, the Planning Board meeting date and Town Council Notice of Public Hearing date was published in accordance with G.S. 160A-364 in The Carteret County News-Times, a local newspaper, once each week for two (2) successive weeks, said notice having been published the first time not less than 10 days prior to the date of such hearing; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted land use plan and that the adoption of the ordinance rezoning following described property is reasonable and in the public interest due to its consistency with the land use plan and, as a result, its furtherance of the goals and objectives of the land use plan; and

WHEREAS, the said public hearing was actually conducted at 5:30 p.m., Tuesday, July 14, 2015, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Morehead City:

- 1) That the Unified Development Ordinance and Map of the Town of Morehead City is hereby amended to include in the area CH (Highway Commercial) District, Tax PIN #636601288274000 located at 151 Gloria Dawn Road.
- 2) That this ordinance shall become effective upon its adoption.
- 3) That if any section, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

DULY ADOPTED THIS on the 14th day of July, 2015, by a vote of Commissioner(s) _____ voting for;

Commissioner(s) _____
voting against; and Commissioner(s) _____
absent.

ATTEST:

TOWN OF MOREHEAD CITY

Jeanne M. Giblin, City Clerk

Gerald A. Jones, Jr., Mayor

TOWN OF MOREHEAD CITY

REQUEST FOR TOWN COUNCIL ACTION

AGENDA ITEM: 5. A.
DATE: July 14, 2015

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: City Manager's Report: Request from George Aswad of Morehead City Ferry Service for Additional Upgrade of the Boat Slip at 709 Shepard Street

Background Information Attached: Yes X No

George Aswad, the owner of the Morehead City Ferry Service and lessee of the former Continental Shelf boat slip and office at 709 Shepard Street, has requested that the City contribute to the cost of including a section of floating dock and gangplank. He proposes that he will install the improvements and forego paying the rent until he has recaptured his costs. The estimated cost is \$15,000. The Public Works Committee of the Council reviewed the request and recommended the following:

- Receipt of the actual contractor's cost proposal and a copy of the invoice.
- The Council would forgive the rent at the rate of \$1,500 per month until the cost was recaptured.
- The effective date of the forgiveness would be from May 1, 2015 forward.

Recommended Action: *Approve or not the request from George Aswad for City participation in the cost of improvements not to exceed \$15,000 to the rented boat slip at 709 Shepard Street with specific requirements.*

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Naves _____ Postponed/Tabled _____

MEMORANDUM

TO: Honorable Mayor
Members of Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Request from George Aswad

DATE: June 30, 2015

George Aswad, owner of the Morehead City Ferry Service and lessee of the former Continental Shelf slip and ticket office, has requested that the city participate in the cost of an additional upgrade of the slip to include a section of floating dock and a gangplank in order for passengers to board and exit the ferry boats from the bow of vessels. The estimated cost of these improvements is \$15,000. He proposes that he install the necessary improvements and then forego paying the city rent until he has recaptured these costs. The current rent for the slip and building is \$1,500 per month.

The public works committee reviewed this request and recommends the following:

- Mr. Aswad must submit a copy of the actual contractor's cost proposal and upon completion, a copy of the invoice.
- The Council would forgive the rent at a rate of \$1,500 per month until the cost of the improvements has been recaptured.
- The effective date of the forgiveness would be effective from May 1, 2015 forward.

Copies of Mr. Aswad's request and sublease agreement are attached.



June 10, 2015

George J. Aswad
Morehead City Ferry Service
113 Turner St., Beaufort, NC 28516

Mayor Jerry Jones
202 S. 8th Street
Morehead City, NC 28557

Re: Morehead City Ferry Service Proposal

Dear Mr. Jones,

Morehead City Ferry Service proposes the following to the Town of Morehead City:

In order to utilize the dock at 709 Shepard Street (the former Continental Shelf dock), in a safe manner for the use of the ferries and tour boats, we will need to add a floating dock close to the bulkhead. We have numerous estimates for the installation of this dock, and the average cost for labor and materials will be \$15,000. We would like to propose that Morehead City Ferry Service pay the initial outlay for the necessary improvement to the dock (the addition of the floating dock) in lieu of rent for the time equal to the value of the project. In return, when and if we vacate the premises, the floating dock and ramp would be the property of the Town of Morehead City.

Please note that we have not yet paid rent for that space due to the barges and other equipment located in that space while working on the Big Rock dock, and the fact that we could not get equipment in to start work up to this date this month due to the Big Rock Tournament itself.

We have already invested a tremendous amount of money into this service, and we are looking forward to getting the business started as soon as possible since it is such a short season.

I thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be "G. Aswad", written over a white rectangular area.

Captain George J. Aswad

Morehead City Ferry Service

Ticket Booth: 709 Shepard St., Morehead City, NC 28557 Office: 113 Turner St., Beaufort, NC 28516

252-504-2488

moreheadcityferryservice@gmail.com

www.moreheadcityferryservice.com

x c: Ellen Swick
Robin Gellhorn

COPY

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into this the 1st day of April, 2015, by and between the TOWN OF MOREHEAD CITY, a municipal corporation of the State of North Carolina, hereinafter called "LESSOR"; and Crystal Blue Holding Company, LLC, DBA Morehead City Ferry Service, a company located at 113 Turner Street, Beaufort, North Carolina, hereinafter called "LESSEE".

WITNESSETH:

WHEREAS, Lessor is the leaseholder of certain property in the Town of Morehead City, North Carolina owned by N. Frank Swanson which is situated on either side of Shepard Street right of way and as described in that deed recorded in Book 373, Page 77, Carteret County Registry also identified as 709 Shepherd Street, and,

WHEREAS, Lessee desires to sublease and utilize a certain portion of the property leased by Lessor for purposes associated with the operation of a commercial enterprise on property immediately east of and adjacent to that property now or formerly owned by Robert Purifoy and known as the Olympus Dive Shop; and,

WHEREAS, the Lessee desires to sublease said property, and all improvements situated thereon, from the Lessor, and the Lessor is willing to sublease said Premises to the Lessee, according to the following terms and conditions;

NOW, THEREFORE, in consideration of the Premises and of the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency thereof being hereby acknowledged, the Lessor does hereby let, sublease, and demise unto Lessee, and Lessee hereby agrees to take and sublease from Lessor for the term hereinafter specified, the following demised Premises (hereinafter "Premises):

That area which has been highlighted in green on that map entitled Continental Shelf Sublease, including all riparian and littoral rights appurtenant thereto, said map being attached hereto, incorporated by reference, and marked as Exhibit A.

To have and to hold for a term, and under the conditions and covenants hereinafter set forth:

1. **TERM.** The term of this Sublease shall begin on May 1, 2015 and shall terminate on April 30, 2018, unless sooner terminated as herein provided. This sublease may be extended for additional terms upon the mutual agreement of the LESSOR and LESSEE.

2. **RENT.** Tenant shall pay to Landlord as rental the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month, in advance, to be due and payable on the date of execution of this Sublease, and prior to the 15th day of each successive month thereafter during the term of this Sublease. The rental for each lease year after

meters, etc, they are to remain the property of Lessee, but at the termination of this Lease, all of said improvements, pipes, etc., shall become the property of Lessor.

9. FUEL FACILITIES. Lessee shall be responsible for all fuel facilities on and all fuel deliveries to the Premises, including without limitation, any type of spill or pollution on any of the demised Premises or on property or in the waters that abut, and Lessee shall be responsible for all clean up necessary to remove any and all sources of contamination, holding Lessor harmless from any claims that may result therefrom.

10. DESTRUCTION OF PREMISES. Should the demised Premises be damaged or destroyed by fire, flood, wind or other catastrophe, where the property cannot be used by Lessee, then Lessor shall have the right to terminate this lease or to rebuild. Should Lessor elect to rebuild, then during the rebuilding stage, while the premises cannot be occupied by Lessee, the rental shall abate. If damage or destruction of the Premises is caused by the Lessee, Lessee's agents, servants, employees, invitees, equipment, vessels, or operation of Lessee's commercial enterprises, Lessee shall be responsible for repair of such damage or rebuilding of such destroyed property within ninety (90) days of such event and there shall be no abatement of lease payments. Lessee must obtain and keep in force such casualty insurance as shall be required to repair or replace, at fair market replacement value, all of improvements located on the leased Premises and such policies shall list the Lessor as an additional insured. Upon request, Lessee shall furnish an appropriate certification of insurance to evidence compliance with this provision.

11. SUBLETTING PROHIBITED. Tenant may not assign or sublet these Premises, this Sublease, or any part of either without prior written notice of approval from Lessor.

12. LESSOR'S RIGHT TO ENTER. Lessor shall have the right to enter and inspect the subleased Premises at all reasonable times.

13. REQUIRED UTILITIES. Lessee shall pay all charges for electricity, heat, water, air conditioning, sewer services, solid waste pickup and disposal, and any and all other utility or other services used on, in or in connection with the leased Premises. Should underground electrical service become available during the term of this sublease, Lessee hereby agrees to participate and convert to underground electrical service to his improvements located upon the Premises.

14. REQUIRED NOTICES. All required notices or permitted notices to be given by this Sublease shall be deemed to be properly given if delivered in writing personally or sent by registered or certified mail, return receipt requested, postage pre-paid, to Lessor or Lessee as the case may be, at the addresses given following the respective signatures to this Sublease, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

15. ACTIONS CONSTITUTING BREACH. The happening of any one or more of the following listed events shall constitute a breach of this Sublease agreement on the part of Lessee, namely:

is specifically appointed as Attorney-in-Fact for Lessee to dispose of said property of Lessee on such terms and conditions as Lessor may deem best in its sole discretion and to apply the proceeds thereof to any outstanding indebtedness due under the terms of this Sublease, and Lessor shall pay the surplus remaining after the payment of the costs incurred by Lessor and all debts which arise under the provisions of this Sublease, including, without limitation, all expenses of collection, court actions, reasonable attorney's fees, broker's commission, and other expenses of selling the said property, to Lessee. If Lessee is more than one person or entity, payment of such surplus to anyone shall be a full release and acquittal of Landlord to any further obligations to any other individuals or entities who are tenants under this Sublease. If Lessor resorts to court action or collection procedures because of any default on the part of Lessee, Lessor shall be entitled to recover all expenses incurred in such action and procedures, including, without limitation, reasonable attorney's fees.

16. TERMINATION OF SUBLEASE. Lessee shall yield up the demised Premises and all additions thereto at the termination of the Sublease in as good and tenantable condition as the same were at the time that Lessee originally occupied the Premises under his agreement with prior owners or leaseholders, reasonable wear and tear, damage by fire and other casualties excepted, and also excepting any damage, disrepair and other conditions that the Lessor is obligated to repair or correct.

17. QUIET ENJOYMENT. Except as provided herein, the Lessee shall be entitled to the sole and exclusive rights of possession and use to the Premises demised herein, and shall have all rights of quiet enjoyment with respect thereto as by law provided.

18. GENERAL TERMS.

- (A) All additions, alterations or changes to this Sublease Agreement must be in writing and signed by both parties of this Agreement.
- (B) The terms of this Sublease Agreement and any remedies available for its breach shall be governed by the laws of the State of North Carolina.
- (C) This Sublease Agreement contains the full agreement of the parties, and all prior negotiations, agreements, and understandings are merged herein.
- (D) Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.
- (E) Nothing herein shall be deemed a waiver of Lessee's defenses, immunities, or other rights as are provided to municipalities under North Carolina law.
- (F) A memorandum of this Sublease may be recorded in the records of the Carteret County Register of Deeds office.

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

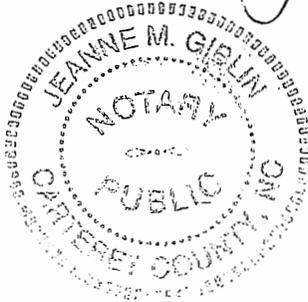
I, Jeanne M. Giblin, a Notary Public of the County and State aforesaid do hereby certify that George Aswad personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 27th day of April, 2009.

My commission expires:

11/30/2015

Jeanne M. Giblin
Notary Public



TOWN OF MOREHEAD CITY

AGENDA ITEM: 5.B.

DATE: July 14, 2015

REQUEST FOR TOWN COUNCIL ACTION

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: City Manager's Report: Review of Morehead City Marlins License Agreement Renewal for the Use of Big Rock Stadium

Background Information Attached: Yes No

Attached are two [2] highlighted copies of the proposed license agreement with Riverfront Sports and Entertainment, a.k.a. The Morehead Marlins. The first is the agreement that City staff and Public Works Committee members developed for consideration last fall. The second is the response that the City received in December 2014 from Buddy Bengel, the Vice President of Riverside Sports and Entertainment, Inc. The yellow highlighting indicates the differences between the two [2] versions.

This draft agreement will be discussed this evening in anticipation of a work session with the Council and Buddy Bengel at some time in the future.

Recommended Action: No action necessary at this time.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Naves _____ Postponed/Tabled _____

MEMORANDUM

TO: Honorable Mayor
Members of Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Renewal of License Agreement at Big Rock Stadium

DATE: July 7, 2015

Attached to this brief memo are two highlighted copies of the proposed license agreement with Riverfront Sports and Entertainment, a.k.a. The Marlins.

The first agreement is the agreement that we developed as staff and with the Public Works committee for consideration last fall. The second is the response that we received in December from Buddy Bengel. The yellow highlighting indicates the differences between the two versions.

I will be discussing the draft agreement with the Council on July 14 in anticipation of a work session with the Council and Buddy at some time in the future.

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

**LICENSE AGREEMENT FOR
USE OF BIG ROCK STADIUM**

THIS AGREEMENT, made this _____ day of , 2014, by and between the **TOWN OF MOREHEAD CITY**, a municipal corporation, (hereinafter "City" or "LICENSOR") and **RIVERFRONT SPORTS AND ENTERTAINMENT, INC.**, organized under the laws of the State of North Carolina and authorized to do and doing business in the State of North Carolina, (hereinafter "LICENSEE" or "MARLINS").

WITNESSETH:

WHEREAS, LICENSEE operates a baseball team known as the Morehead City Marlins and entered into an agreement with LICENSOR for the use of Big Rock Stadium/O'Neal Field commencing on November 13, 2012 and terminating August 31, 2015 (the "current Agreement").

WHEREAS, LICENSEE has requested that the current agreement be terminated and replaced with this Agreement effective _____, 20____.

WHEREAS, LICENSOR is willing to terminate the current agreement as requested and replace it with this Agreement effective _____, 20__.

WHEREAS, LICENSEE desires to continue to use Big Rock Stadium, additionally known as O'Neal Field and associated support buildings, (hereinafter collectively the "Premises" unless otherwise set forth in this Agreement) beginning on January 1, 2015 and terminating on August 31, 2017, running each year for the "Baseball Season" and such other days hereinafter described, and terminating on August 31, 2017; and

WHEREAS, LICENSOR is willing to allow LICENSEE the **non-exclusive** use of the premises for baseball games, baseball camps and other events related to such games and camps, subject to certain terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the terms and conditions set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereby agree as follows:

1. **Use of Premises.** LICENSOR grants to LICENSEE the non-exclusive license, right and privilege to use the Premises (hereafter "License" or "Agreement") for a period commencing on January 1, 2015 and ending on August 31, 2017, in accordance with a schedule provided by the LICENSOR for the following events:

(a) *Games.* Coastal Plain League baseball season or other baseball events annually associated with the Coastal Plain League Schedule. "Baseball Season" is defined as beginning with the date of the LICENSEE'S first scheduled game in each calendar year and ending with the date of the final scheduled game of that same calendar year, as such schedules may be promulgated by the Coastal Plain League or, in lieu of the Coastal Plain League and not in conjunction with or in addition to, any other collegiate summer amateur baseball league with which LICENSEE may become affiliated during the term hereof.

(b) *Baseball Camps.* Up to fifteen (15) additional days for youth baseball camps each year (collectively "events" unless otherwise set forth in this Agreement). LICENSOR shall be responsible for all necessary field preparations and repairs and maintenance associated with the camps.

During LICENSOR's approved scheduled uses of the Premises, LICENSEE shall have exclusive use of the Premises with the exception of the "Old Concession Stand" where LICENSOR shall establish a satellite office and meeting area, and may grant or deny access to the Premises upon such conditions and terms as it may choose. LICENSEE shall schedule its use of the field and sound amplification to be limited to scheduled practice as promulgated by the Coastal Plain League and from one (1) hour prior to the beginning of scheduled games until the conclusion of the game. LICENSEE shall not utilize the field at unscheduled times so as not to interfere with LICENSOR's ability to maintain the premises. LICENSEE shall schedule and make its best efforts to conclude its public use by eleven o'clock P.M., excluding clean-up of the facilities as outlined in this Agreement. All sound amplification must end on or before 11:00 P.M.

The proposed schedule for LICENSEE's use of the Premises for baseball games and baseball camp events during each year of this Agreement shall be submitted to the LICENSOR by February 1 of each year. LICENSOR may add additional dates during the year. LICENSOR will cooperate with and notify LICENSEE of all other inquiries/potential uses of the Premises. LICENSOR and LICENSEE shall

cooperate to ensure the maximum use of the Premises, to include Marlins games, baseball camps, American Legion games, Middle School games, junior college games, community college games, tournament games and exhibition games.

All requests to the Morehead City Parks and Recreation Department (hereinafter "Department") for use of the Premises by LICENSEE for baseball camps must be submitted to the Department at least thirty (30) business days in advance of the proposed use. Requests for camps and related events must contain a detailed description of the activity, specific areas of the Premises to be used, and hours of use. Any such use must be approved by the Department in writing prior to use by LICENSEE and such approval will not be unreasonably withheld by LICENSOR.

In no case will the LICENSOR furnish equipment or amenities not specified in this Agreement, unless special written arrangements are made in advance and any additional costs for such provisions shall be paid by LICENSEE to LICENSOR.

Except for rescheduling of cancelled games and other uses of the Premises or a portion of the Premises as set forth in this section, LICENSEE shall not have any right to use the Premises or any portion thereof. LICENSEE may make application for use of the Premises for special events or other activities in the same manner and subject to the same rules, regulations, and fees as the LICENSOR promulgates for any user of the Premises and other LICENSOR owned facilities. **Any unauthorized use of the Premises by LICENSEE may, at the sole option of LICENSOR, result in immediate revocation of LICENSEE's License and termination of this Agreement.** Unauthorized use is any use of the Premises other than (i) as set forth in this Agreement or (ii) as a result of cancelled and rescheduled events approved by the Department.

If LICENSEE complies fully with the covenants, terms and conditions of this License, LICENSEE may make written request at least 60 days prior to the expiration of the initial term of this Agreement that LICENSOR, at LICENSOR's sole discretion, extend the License for an additional two (2) year period to expire on August 31, 2019. Any extension is subject to the approval of the City Council, and the party's mutual agreement on an adjustment to the per use fee for each additional year and modified or additional covenants, terms and conditions as required by LICENSOR. In order to be effective, any agreed upon extension and terms must be reduced to writing and signed by the parties.

2. **Fee.** LICENSEE shall pay to LICENSOR a fee for each year for the uses previously defined herein and in accordance with the following schedule:

- A. 2015 Season—On June 15, 2015, \$10,500 and on August 1, 2015, \$10,500
- B. 2016 Season—On June 15, 2016, \$10,500 and on August 1, 2016, \$10,500
- C. 2017 Season—On June 15, 2017, \$10,500 and on August 1, 2017, \$10,500

LICENSOR shall be responsible for satisfaction of any and all property taxes and assessments on the Premises for property and equipment owned by LICENSOR, and shall maintain insurance on all fixtures and improvements owned by LICENSOR against loss due to fire or other casualty, except for such losses as may be caused by LICENSEE or LICENSEE's invitees, agents, officers, servants, or others acting on behalf of or for the benefit of LICENSEE.

3. **Cancellation and Termination.** The LICENSOR, in consultation with LICENSEE, reserves the right, **in its sole discretion**, to cancel events and scheduled approved dates due to inclement weather, an act of God, unsuitable field conditions, potential damage to the Premises or any portion of the Premises, or other non-arbitrary cause, and such cancelled event will be rescheduled at a date mutually agreed upon by the parties at no additional charge except for out-of-pocket expenses incurred by the LICENSOR such as staff, utility and equipment charges which charges will be paid by LICENSEE to the LICENSOR within five (5) business days of billing.

When an event is cancelled, LICENSEE shall make all necessary arrangements to notify the public of the details of the cancellation, including contacting the media. Any tickets that have been pre-sold may be replaced with "Rain Check" passes or refunded from any location reasonably accessible to the public.

LICENSOR may revoke the License and terminate this Agreement if LICENSEE does not comply or come into compliance, with any term or condition of this Agreement or any City ordinance, **regulation, policy or directive** thereof after seven (7) days written notice to LICENSEE. Failure of LICENSEE to adhere to and/or comply with any of these terms, conditions, restrictions, covenants, and/or the requirements of all applicable Federal, State or local laws is an event of default and will result, at LICENSOR'S option, in (i) cancellation of LICENSEE's permits, (ii) cancellation of the remaining dates in the approved schedule, (iii) denial of its permits for one or more future games and/or other events or

(iv) this License or any and all of the foregoing. Any forbearance by LICENSOR shall not be interpreted as a waiver of any other or further default.

LICENSEE may terminate this License Agreement at the end of any calendar year by giving LICENSOR at least 60 days prior notice. No prepaid permit/license fees will be refunded.

4. Personnel and Press. LICENSEE, at its expense, shall furnish a sufficient number of personnel or staff, including gatemen and ushers, to accommodate its patrons and to manage the event. Only duly authorized personnel from the LICENSOR and those persons entitled by reason of their official connections with LICENSEE or LICENSEE's baseball related events are allowed on the activity fields of the Premises, and LICENSEE shall enforce this field access limitation. Only emergency medical service and/or LICENSOR's field maintenance vehicles are approved for field and concourse usage on the Premises except as may be otherwise permitted in this Agreement. Vendors and LICENSEE vehicles may access the first base side asphalt drive from the patron gate to the concrete concourse for purposes of deliveries and setting up concession areas. No vehicles are permitted on the concrete concourse except for service vehicles authorized by LICENSOR.

LICENSOR shall furnish working space for the press, photographers, scorekeepers and operators of the public address system. LICENSEE shall keep said spaces clean and in good order at all times. LICENSEE may grant television and radio broadcast rights for events; provided however, LICENSOR shall be notified at least ten (10) days in advance of any grant of radio and television broadcast rights. LICENSOR shall assist LICENSEE in making arrangements suitable to the LICENSOR with respect to such broadcasts. Assemblage of any production equipment shall be supervised and approved by the LICENSOR.

5. Security. LICENSEE shall provide and bear the expense of adequate staffing to accommodate its patrons and provide off-duty police officers or other adequate security during its baseball games held at the Premises. No security will be required during baseball camps. LICENSOR may specify an additional amount of security to be provided by LICENSEE if LICENSOR determines, in its sole discretion, that it is reasonably necessary for the public safety and the safety of patrons. Any private security used by LICENSEE shall be duly licensed by the State of North Carolina. At a minimum, one uniformed sworn police officer will be provided at LICENSEE's expense for all of its permitted events. LICENSEE will provide sufficient staff and security personnel to ensure, to the maximum extent

practical, that good behavior is maintained and the public's safety is protected at all of its permitted events.

LICENSOR will cooperate with LICENSEE to properly secure all buildings and the remainder of the Premises during the duration of the Agreement.

6. Behavior, Maintenance and Damages. It is LICENSEE's responsibility to see that good behavior is maintained at LICENSEE's events, that the LICENSOR's Noise Ordinance is not violated and that the Premises are not damaged beyond normal wear and tear, including, but not limited to the turf of the playing field. To that end, LICENSEE shall ensure that appropriate mats are utilized during batting practice and that cleats are not worn during warmups. LICENSEE will not cause, or fail to act to prevent, any damage to the Premises or any utility services serving the Premises. LICENSEE will make timely repairs or replacements to the Premises and/or utility services and/or roads and parking areas necessitated by its intentional or negligent acts or the acts of its invitees, agents, officials, employees, contractors or any person acting for LICENSEE's benefit or for whom LICENSEE is otherwise responsible. "Timely" means beginning repairs or replacements within three (3) days of receiving notice from the LICENSOR that repairs or replacements are needed and thereafter proceeding with due diligence to complete the repairs or replacements.

LICENSEE will pay all of its expenses related to its use of the Facility except for City provided utilities. LICENSOR will pay for all electric, water, and sewer services provided to the Premises. LICENSEE will pay for monthly telephone and/or cable service fees for any additional line installed for LICENSEE'S exclusive use at the Premises and for trash collection and disposal. LICENSOR will maintain, in good condition and repair, all Premises facilities, including but not limited to: umpire dressing room, fences, public address system, and scoreboard.

LICENSEE shall, during its use, maintain the umpire dressing room in a clean, presentable condition. Storage of any property or items owned by LICENSEE in restroom facilities and/or the umpire dressing room is prohibited. LICENSEE shall be responsible for cleaning the field house/concession stands, restrooms, bleachers, concourse, areas adjacent to concessions, and parking lots. Clean up activities shall be completed by 9:00 a.m. of the next day following their scheduled use. LICENSEE shall maintain, and replace when depleted or reduced, funds to provide a two hundred fifty (\$250) dollar clean-up deposit with the LICENSOR which will be forfeited each time that LICENSEE fails to clean-up the Premises after its use as described in the attached post game responsibilities (see section 17). If the actual

costs to clean-up the Premises incurred by the LICENSOR exceeds the \$250 deposit, the LICENSOR will bill LICENSEE for the additional costs which LICENSEE shall pay to the LICENSOR prior to LICENSEE's next event. In the event that the LICENSEE complies with all clean up and is otherwise in compliance with this license, the deposit will be returned within 10 days of the completion of the season.

The LICENSOR will maintain the public address system and scoreboard in working order for LICENSEE's events. The LICENSOR will maintain the playing field of the Premises. Any maintenance of O'Neal Field during events, including inclement weather recovery, shall be in accordance with approved methods and/or baseball field maintenance generally recognized best practices. LICENSEE will provide a field tarpaulin adequately sized to cover the entire infield and cooperate with the LICENSOR and share in the expense in obtaining any additionally needed, appropriately equipped infield dragging and maintenance apparatus for use by the LICENSOR and LICENSEE. LICENSOR shall be responsible for and shall repair within a reasonable time, any damage caused to the field tarpaulin by the LICENSOR or LICENSOR's agents, employees, contractors, invitees, or licensees other than LICENSEE. Any public address announcing system equipment or portable batting cages provided and utilized by LICENSEE will be made available for use by the LICENSOR or other licensees for other events upon the Premises with the LICENSOR or such other licensee being responsible for any damages occurring during those uses.

LICENSEE may properly place portable bleachers upon the Premises to compliment LICENSOR owned and provided spectator seating as may be required to accommodate LICENSEE's invitees. These portable bleachers will be removed by LICENSEE upon a five (5) day notice by the City, and LICENSEE will retain all responsibility of ownership, use, repair, replacement and maintenance of these portable bleachers while located on the Premises, including without limitation, the responsibility for their safe use and the liability for injury or damage to third parties and/or property caused by the use or presence of the portable bleachers, so long as they are located upon the Premises, and will indemnify and save LICENSOR and its agents, officers, officials and employees from all claims, demands and actions for injury, death or damage to persons and/or property resulting from any use or presence of the bleachers, including expenses and attorney's fees. LICENSOR may request off-site use of LICENSEE's portable bleachers and any such use shall be pursuant to the terms of a separate written agreement between the parties.

7. **Indemnity.** In addition to all other provisions of this License and not in limitation of them, LICENSEE agrees to protect, indemnify and save harmless the LICENSOR, its officers, officials, agents

and employees from and against all claims, demands and causes of action, in favor of LICENSEE's employees or third parties on account of personal injuries or death or on account of property damages arising out of LICENSEE's use of or presence on the Premises and resulting from the intentional or negligent acts or omissions of LICENSEE, its agents, officials, employees or any person acting for LICENSEE or for whom LICENSEE is responsible. The provisions of this section shall include indemnification of all losses, damages, awards, costs and expenses, including attorney's fees. LICENSEE shall immediately give notice to LICENSOR of any occurrence which may result in any claim for injury or damages.

8. Insurance. LICENSEE shall maintain during the life of this Agreement statutory workers' compensation insurance. LICENSEE shall take out and maintain during the life of this Agreement commercial general liability insurance, including independent contractors liability coverage and broad form property damage insurance in the minimum amount of \$1 million per occurrence limit, general aggregate limit and products-completed operations aggregate limit/\$2 million general aggregate. To the extent that LICENSEE sells or serves or authorizes the serving of alcoholic beverages including, but not limited to, malt beverages such coverage shall include liquor liability insurance protecting against claims arising out of the sale or distribution of alcoholic beverages, including but not limited to, malt beverages, on the Premises. LICENSOR, its officers, officials, agents and employees shall be named as additional insured on any such policy by endorsement CG2011 or equivalent. If any policy is written on a claims-made form, LICENSEE shall purchase the claims-made reporting endorsement extending the period for reporting claims under the policy for at least a period of thirty-six (36) months beyond the termination of the policy or the last use of the Premises or any portion thereof by LICENSEE. Each year, LICENSEE shall provide LICENSOR with copies of all required policies as above described prior to LICENSEE's use of the Premises that year.

9. Concessions. LICENSEE shall have all concession rights and receive all concession profits during MARLINS games and LICENSEE'S special related events held on the Premises during the term of this Agreement. LICENSEE shall be responsible for ensuring the concession area is maintained in a safe, clean, and sanitary condition. The LICENSOR reserves the right to concessions using non-Marlins owned equipment for events other than those licensed to LICENSEE. The LICENSOR reserves the right to inspect the concession area at all times. This inspection will include, but will not be limited to, the quality of service rendered, the nature of the articles offered for sale to the public, and the cleanliness/neatness of the concession area. LICENSEE shall be responsible for acquiring any necessary licenses and permits related to any of its food service operations. LICENSEE and its employees and

volunteers will abide by Department rules and regulations, the North Carolina Rules Governing the Regulation of Restaurants and other Food Handling Establishments and will cooperate with the Department in meeting the demands of the public for concessions. Failure to comply with the requirements of this section will result in the revocation of LICENSEE's concession rights under this Agreement and License. LICENSEE will furnish, use, and operate the concession stand building which is part of the Premises during its permitted events or during other events for which it may have contracted its services. Any equipment owned by LICENSEE placed, used or left in the concession stand will be at the sole risk of LICENSEE. LICENSEE will remove any furnishings and/or other items from the concession stand building and associated areas within 10 days of notice from the LICENSOR to do so, upon failure of which it shall be conclusively presumed to have been abandoned by LICENSEE and may be removed, stored, and disposed of by LICENSOR at LICENSEE'S expense.

Any equipment or other facilities owned by and placed within the concession areas of the Premises by LICENSEE shall be listed on a separate schedule marked and entitled "Concession Stand Equipment" which will be attached to this Agreement and amended from time to time by a document signed by the LICENSOR and LICENSEE. All such equipment and facilities shall be free of and not result in any liens or encumbrances on the Premises or any other LICENSOR property, and shall conform and comply with all applicable codes, laws, regulations and ordinances. Upon termination of the License, LICENSEE will remove any such equipment and facilities and will restore the Premises to its prior condition, reasonable wear and tear excepted within 30 days of such termination. Any equipment or facilities remaining after thirty (30) days from termination shall become the property of LICENSOR or shall be removed, stored, and disposed of by LICENSOR at LICENSEE's expense.

LICENSEE shall have a right of first refusal to provide concessions at other events held on the Premises that are approved by and/or scheduled by LICENSOR. In the event LICENSEE elects not to provide or is unable to provide concessions for any of these events, LICENSEE will promptly notify the LICENSOR, but in any case, give at least seventy-two [72] hours notice to the LICENSOR prior to the event. In such event, LICENSOR may provide concessions using the equipment in the concession stand or may assign such right to others. LICENSEE shall be responsible for obtaining and maintaining all necessary permits and licenses at any time that LICENSEE is providing concession sales on the Premises.

During all LICENSEE sponsored events, LICENSEE shall retain and have full control over all merchandise rights at the Premises including the exclusive right to sell and dispense programs (and

advertising therein), as well as the exclusive right to sell novelty items such as T-Shirts, sweatshirts, hats, pins, and other souvenir items at its events.

LICENSEE may sublicense vendor locations on the Premises during all LICENSEE sponsored events, so long as LICENSEE remains liable for compliance with all terms, conditions, and provisions of this Agreement and for any and all actions and liabilities that may arise from such vendor's use and presence upon the Premises. All vendors must be properly licensed, insured, and will be considered subcontractors of LICENSEE. Vendor locations will be entirely contained within those areas marked on the attached exhibit marked "Vendor Location Site Plan" and will not be permitted in any other location within the stadium area or within the boundaries of Rotary Park without specific written permission from LICENSOR.

LICENSOR has approved and authorized LICENSEE to conduct malt beverage and unfortified wine sales at O'Neal Field/Big Rock Stadium during its games and at LICENSEE's related special events. **Except as set forth herein, and as further authorized by North Carolina law and the rules and regulations of the North Carolina Alcohol Law Enforcement Agency, no alcoholic beverages, including but not limited to malt beverages and unfortified wine shall be permitted in Big Rock Stadium/O'Neal Field.** All malt beverage and unfortified wine sales shall be subject to the conditions set forth in that City Council action permitting LICENSEE to conduct malt beverage sales at Big Rock Stadium/O'Neal Field and are restricted to an area designated as "Malt Beverage and Unfortified Wine Control Area." LICENSEE shall be responsible for the cost of any improvements to the Premises required for the sale of malt beverages and unfortified wine and such improvements shall be listed on a separate schedule marked as and entitled "Alcoholic Beverage Premises Improvements" which will be attached to this Agreement and updated from time to time by signed, written amendment. All such improvements shall be subject to the approval of the LICENSOR and the North Carolina Alcohol Law Enforcement agency. Upon revocation of this License and/or termination of this Agreement, LICENSEE shall remove all such improvements and restore the Premises to its original condition unless otherwise approved, in writing, by LICENSOR. The sale of malt beverages and unfortified wine shall also be subject to the following conditions:

- (a) LICENSEE shall obtain all necessary local and state permits, comply with all state laws and local ordinances, and provide all required insurance as set forth in section 8 of this Agreement;

(b) LICENSEE will limit malt beverage and/or unfortified wine sales to only those persons who are of legal age, are holding tickets for MARLINS games or other permitted related special events; and

(c) LICENSEE shall have food for sale during games whenever malt beverages and/or unfortified wine are being sold.

All contents in the concession stand must be removed within one week of the conclusion of the season or any post-season tournament. This includes wiping out all cabinets, cleaning the refrigerator and mopping the floor. At the conclusion of each season, but no later than August 31, LICENSEE shall empty all beverage coolers and refrigeration units and turn said units off.

10. Improvements. LICENSEE will make no alterations, modifications, additions or improvements to the Premises without the LICENSOR's prior written consent. All approved alterations, modifications, additions or improvements will be performed at LICENSEE's expense and in a good and workmanlike manner utilizing quality materials, by a licensed contractor approved by the LICENSOR, or if approved by the LICENSOR, by LICENSEE'S own personnel, and those approved alterations, modifications, additions or improvements will be listed on a separate schedule marked as and entitled "Other Premises Improvements" which will be attached to this Agreement and updated from time to time by written, signed amendment. All such approved alterations, modifications, additions or improvements shall be free of and not result in any liens or encumbrances on the Premises or any other LICENSOR property, and conform and comply with all applicable codes, laws, regulations and ordinances. Upon termination of the License, LICENSEE will remove promptly any improvements, modifications, additions or alterations identified by the LICENSOR for removal and will restore the Premises to its prior condition, reasonable wear and tear excepted. Any improvements, modifications, additions or alterations made by LICENSEE that the LICENSOR does not require to be removed will become the property of the LICENSOR.

The LICENSOR reserves the right to affix the following two (2) signs to the interior outfield wall: American Legion Post 46 and Town of Morehead City. Except as provided above, LICENSEE will have the exclusive right to all advertising on the interior outfield wall at O'Neal Field during its use of the Premises as well as the placement of advertising on the Marlin display at the entrance to the field, the backs of the bleachers, and the beer garden bar between May 1 and August 31 each year of this License. LICENSEE shall have no right to place advertising on the exterior walls of O'Neal Field or on any other

surface, fixture or device within Big Rock Stadium, O'Neal Field or Rotary Park. The LICENSOR may disapprove signs and advertising it considers objectionable and may remove objectionable signs and advertisements as well as signs it considers in disrepair, at LICENSEE's expense. The LICENSOR reserves the right to approve the method that LICENSEE uses to affix signs. All fabric/plastic banner type signage shall be removed by LICENSEE at the conclusion of the season or no later than August 31 in order to prevent damage from wind and general weather degradation.

Upon termination of this Agreement, LICENSEE shall remove all advertisements and signs and restore the Premises and area surrounding the Premises to its original condition, ordinary wear and tear excepted. LICENSOR shall have the right to inspect the Premises and surrounding area at all times during LICENSEE's use thereof, and LICENSEE shall cooperate to permit such inspections.

11. Notice. LICENSOR's representative for management of this License shall be the Morehead City Director of Department of Parks and Recreation. LICENSEE's representative for operations under this License shall be Buddy Bengal, Vice President, Riverfront Sports and Entertainment, Inc. All communications relating to the use of the Premises under this License shall be through the parties' representatives. Any dispute between the LICENSOR's representative and the LICENSEE may be appealed, to the Town Manager of the LICENSOR whose decision will be final. All such appeals shall be presented to the Town Manager in writing. The parties may change representatives by written notice as provided herein. All notices under this License must be in writing and given by certified mail, return receipt requested addressed as follows:

To LICENSOR: City Manager
Town of Morehead City
202 South Eighth Street
Morehead City, NC 28557

To LICENSEE: Riverside Sports and Entertainment, Inc.
Buddy Bengal, Vice President
1921 Oglesby Road
Morehead City, NC 28557

12. No Assignment. LICENSEE shall have no right to assign or transfer this License without the prior written approval of LICENSOR, including the approval of the City Council, which approval shall be at the discretion of LICENSOR. Any change in the ownership or the form of organization of LICENSEE shall be considered a prohibited assignment or transfer.

13. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of this agreement.

14. Interpretation. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. Headings of paragraphs or sections are for reference only.

15. Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

17. Other Matters. Incidental matters not expressly provided for in this Agreement shall be at the discretion of the Department which shall at all times have complete authority to enforce regulations governing the operations of the Premises and to give directions to LICENSEE. The Department's "O'Neal Field Game Responsibilities" regulations which are current as of the date of this contract have been provided to LICENSEE and are attached to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names.

**TOWN OF MOREHEAD CITY, NORTH CAROLINA,
LICENSOR**

By: _____
Gerald A. Jones, Jr. Mayor

ATTEST:

Jeanne Giblin, Town Clerk
**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, _____, a Notary Public for said County and State, do hereby certify that Jeanne Giblin, personally came before me, a Notary Public of said County and State, Jeanne Giblin, who being by me duly sworn, says that she knows the common seal of said Town of Morehead City, and is acquainted with Gerald A. Jones, Jr., who is the Mayor of said Town; and that she, the said Jeanne Giblin, is the duly appointed and designated City Clerk of said Town, and saw the said Mayor sign the foregoing instrument, and that she, the said Clerk as aforesaid, affixed the said seal to said instrument, and that she, the said Clerk signed her name in attestation of the execution of said instrument in the presence of said Mayor of said Town.

WITNESS my hand and official seal, this _____ of _____, 20__.

Notary Public
Type/Print Name of Notary:

My Commission Expires:

_____ [SEAL]

APPROVED AS TO FORM:

Nelson Taylor, City Attorney

CERTIFICATION

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

This ____ day of _____, 20 ____.

Ellen Sewell, City Finance Director

**RIVERFRONT SPORTS AND ENTERTAINMENT,
INC., LICENSEE**

By: _____
Buddy Bengal, Vice President

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, _____, a Notary Public, for said County and State do hereby certify that Buddy Bengal, Vice President of LICENSEE Sports and Entertainment, Inc., North Carolina corporation authorized to do and doing business in the State of North Carolina, having been first duly authorized, personally came before me this day and executed the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 20__.

Notary Public
Type/Print Name of Notary:

My Commission Expires:

[SEAL]

MARLINS DRAFT

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

**LICENSE AGREEMENT FOR
USE OF BIG ROCK STADIUM**

THIS AGREEMENT, made this _____ day of , 2014, by and between the **TOWN OF MOREHEAD CITY**, a municipal corporation, (hereinafter "City" or "LICENSOR") and **RIVERFRONT SPORTS AND ENTERTAINMENT, INC.**, organized under the laws of the State of North Carolina and authorized to do and doing business in the State of North Carolina, (hereinafter "LICENSEE" or "MARLINS").

WITNESSETH:

WHEREAS, LICENSEE operates a baseball team known as the Morehead City Marlins and entered into an agreement with LICENSOR for the use of Big Rock Stadium/O'Neal Field commencing on November 13, 2012 and terminating August 31, 2015 (the "current Agreement").

WHEREAS, LICENSEE has requested that the current agreement be terminated and replaced with this Agreement effective _____, 20____.

WHEREAS, LICENSOR is willing to terminate the current agreement as requested and replace it with this Agreement effective _____, 20____.

WHEREAS, LICENSEE desires to continue to use Big Rock Stadium, additionally known as O'Neal Field and associated support buildings, (hereinafter collectively the "Premises" unless otherwise set forth in this Agreement) beginning on January 1, 2015 and terminating on August 31, 2017, running each year for the "Baseball Season" and such other days hereinafter described, and terminating on August 31, 2017; and

WHEREAS, LICENSOR is willing to allow LICENSEE the **non-exclusive** use of the premises for baseball games, baseball camps and other events related to such games and camps, subject to certain terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the terms and conditions set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereby agree as follows:

1. **Use of Premises.** LICENSOR grants to LICENSEE the non-exclusive license, right and privilege to use the Premises (hereafter “License” or “Agreement”) for a period commencing on January 1, 2015 and ending on August 31, 2017, in accordance with a schedule provided by the LICENSOR for the following events:

(a) *Games.* Coastal Plain League baseball season or other special events annually associated with the Coastal Plain League Schedule. “Baseball Season” is defined as beginning with the date of the LICENSEE’S first scheduled game in each calendar year and ending with the date of the final scheduled game of that same calendar year, as such schedules may be promulgated by the Coastal Plain League or, in lieu of the Coastal Plain League and not in conjunction with or in addition to, any other collegiate summer amateur baseball league with which LICENSEE may become affiliated during the term hereof.

(b) *Baseball Camps.* Up to fifteen (15) additional days for youth baseball camps each year (collectively “events” unless otherwise set forth in this Agreement). LICENSOR shall be responsible for all necessary field preparations and repairs and maintenance associated with the camps.

During LICENSOR’S approved scheduled uses of the Premises, LICENSEE shall have exclusive use of the Premises and all building associated with the premises. LICENSEE will have exclusive year round use of the “team equipment room.” LICENSEE shall schedule and make its best efforts to conclude its public use by eleven o’clock P.M., excluding clean-up of the facilities as outlined in this Agreement. All sound amplification must end on or before 11:00 P.M.

The proposed schedule for LICENSEE’s use of the Premises for baseball games and baseball camp events during each year of this Agreement shall be submitted to the LICENSOR by February 1 of each year. LICENSOR and LICENSEE may add additional dates during the year. LICENSOR will cooperate with and notify LICENSEE of all other inquiries/potential uses of the Premises. LICENSOR and LICENSEE shall cooperate to ensure the maximum use of the Premises, to include but not limited to Marlins games, baseball camps, American Legion games, Middle School games, junior college games, community college games, tournament games, exhibition games, and special events.

All requests to the Morehead City Parks and Recreation Department (hereinafter “Department”) for use of the Premises by LICENSEE for baseball camps must be submitted to the Department at least thirty (30) business days in advance of the proposed use. Requests for camps and related events must contain a detailed description of the activity, specific areas of the Premises to be used, and hours of use. Any such use must be approved by the Department in writing prior to use by LICENSEE and such approval will not be unreasonably withheld by LICENSOR.

In no case will the LICENSOR furnish equipment or amenities not specified in this Agreement, unless special written arrangements are made in advance and any additional costs for such provisions shall be paid by LICENSEE to LICENSOR.

Except for rescheduling of cancelled games and other uses of the Premises or a portion of the Premises as set forth in this section, LICENSEE shall not have any right to use the Premises or any portion thereof. LICENSEE may make application for use of the Premises for special events or other activities in the same manner and subject to the same rules, regulations, and fees as the LICENSOR promulgates for any user of the Premises and other LICENSOR owned facilities. **Any unauthorized use of the Premises by LICENSEE may, at the sole option of LICENSOR, result in immediate revocation of LICENSEE’s License and termination of this Agreement.** Unauthorized use is any use of the Premises other than (i) as set forth in this Agreement or (ii) as a result of cancelled and rescheduled events approved by the Department.

If LICENSEE complies fully with the covenants, terms and conditions of this License, LICENSEE may make written request at least 60 days prior to the expiration of the initial term of this Agreement that LICENSOR, at LICENSOR’s sole discretion, extend the License for an additional two (2) year period to expire on August 31, 2019. Any extension is subject to the approval of the City Council, and the party’s mutual agreement on an adjustment to the per use fee for each additional year and modified or additional covenants, terms and conditions as required by LICENSOR. In order to be effective, any agreed upon extension and terms must be reduced to writing and signed by the parties.

2. Fee. LICENSEE shall pay to LICENSOR a fee for each year for the uses previously defined herein and in accordance with the following schedule:

- A. 2015 Season—On June 15, 2015, \$10,500 and on August 1, 2015, \$10,500
- B. 2016 Season—On June 15, 2016, \$10,500 and on August 1, 2016, \$10,500

C. 2017 Season—On June 15, 2017, \$10,500 and on August 1, 2017, \$10,500

LICENSOR shall be responsible for satisfaction of any and all property taxes and assessments on the Premises for property and equipment owned by LICENSOR, and shall maintain insurance on all fixtures and improvements owned by LICENSOR against loss due to fire or other casualty, except for such losses as may be caused by LICENSEE or LICENSEE's invitees, agents, officers, servants, or others acting on behalf of or for the benefit of LICENSEE.

3. Cancellation and Termination. The LICENSEE, in consultation with LICENSOR, reserves the right, to cancel events and schedule approved dates due to inclement weather, an act of God, unsuitable field conditions, potential damage to the Premises or any portion of the Premises, or other non-arbitrary cause, and such cancelled event will be rescheduled at a date mutually agreed upon by the parties at no additional charge except for out-of-pocket expenses incurred by the LICENSOR such as staff, utility and equipment charges which charges will be paid by LICENSEE to the LICENSOR within five (5) business days of billing.

When an event is cancelled, LICENSEE shall make all necessary arrangements to notify the public of the details of the cancellation, including contacting the media. Any tickets that have been pre-sold may be replaced with "Rain Check" passes or refunded from any location reasonably accessible to the public.

LICENSOR may revoke the License and terminate this Agreement if LICENSEE does not comply or come into compliance, with any term or condition of this Agreement or any City ordinance, thereof after seven (7) days written notice to LICENSEE. Failure of LICENSEE to adhere to and/or comply with any of these terms, conditions, restrictions, covenants, and/or the requirements of all applicable Federal, State or local laws is an event of default and will result, at LICENSOR'S option, in (i) cancellation of LICENSEE's permits, (ii) cancellation of the remaining dates in the approved schedule, (iii) denial of its permits for one or more future games and/or other events or (iv) this License or any and all of the foregoing.

LICENSEE may terminate this License Agreement at any time by giving LICENSOR at least 60 days prior notice. No prepaid permit/license fees will be refunded.

4. **Personnel and Press.** LICENSEE, at its expense, shall furnish a sufficient number of personnel or staff, including gatemen and ushers, to accommodate its patrons and to manage the event. Only duly authorized personnel from the LICENSOR and those persons entitled by reason of their official connections with LICENSEE or LICENSEE's baseball related events are allowed on the activity fields of the Premises, and LICENSEE shall enforce this field access limitation. Emergency medical service and/or LICENSOR's field maintenance vehicles are approved for field and concourse usage on the Premises except as may be otherwise permitted in this Agreement. Vendors and LICENSEE vehicles may access the first base side asphalt drive from the patron gate to the concrete concourse for purposes of deliveries and setting up concession areas.

LICENSOR shall furnish working space for the press, photographers, scorekeepers and operators of the public address system. LICENSEE shall keep said spaces clean and in good order at all times. LICENSEE may grant television and radio broadcast rights for events; provided however, LICENSOR shall be notified at least ten (10) days in advance of any grant of radio and television broadcast rights. LICENSOR shall assist LICENSEE in making arrangements suitable to the LICENSOR with respect to such broadcasts. Assemblage of any production equipment shall be supervised and approved by the LICENSOR.

5. **Security.** LICENSEE shall provide and bear the expense of adequate staffing to accommodate its patrons and provide off-duty police officers or other adequate security during its baseball games held at the Premises. No security will be required during baseball camps. LICENSOR may specify an additional amount of security to be provided by LICENSEE if LICENSOR determines, in its sole discretion, that it is reasonably necessary for the public safety and the safety of patrons. Any private security used by LICENSEE shall be duly licensed by the State of North Carolina. LICENSEE will provide sufficient staff and security personnel to ensure, to the maximum extent practical, that good behavior is maintained and the public's safety is protected at all of its permitted events.

LICENSOR will cooperate with LICENSEE to properly secure all buildings and the remainder of the Premises during the duration of the Agreement.

6. **Behavior, Maintenance and Damages.** It is LICENSEE's responsibility to see that good behavior is maintained at LICENSEE's events, that the LICENSOR's Noise Ordinance is not violated and that the Premises are not damaged beyond normal wear and tear, including, but not limited to the turf of the playing field. To that end, LICENSEE shall ensure that appropriate mats are utilized during batting

practice. LICENSEE will not cause, or fail to act to prevent, any damage to the Premises or any utility services serving the Premises. LICENSEE will make timely repairs or replacements to the Premises and/or utility services and/or roads and parking areas necessitated by its intentional or negligent acts or the acts of its invitees, agents, officials, employees, contractors or any person acting for LICENSEE's benefit or for whom LICENSEE is otherwise responsible. "Timely" means beginning repairs or replacements within three (3) days of receiving notice from the LICENSOR that repairs or replacements are needed and thereafter proceeding with due diligence to complete the repairs or replacements.

LICENSEE will pay all of its expenses related to its use of the Facility except for City provided utilities and field supplies. LICENSOR will pay for all electric, water, and sewer services provided to the Premises. LICENSEE will pay for monthly telephone and/or cable service fees for any additional line installed for LICENSEE'S exclusive use at the Premises and for trash collection and disposal. LICENSOR will maintain, in good condition and repair, all Premises facilities, including but not limited to: umpire dressing room, fences, public address system, and scoreboard.

LICENSEE shall, during its use, maintain the umpire dressing room in a clean, presentable condition. LICENSEE shall be responsible for cleaning the field house/concession stands, restrooms, bleachers, concourse, areas adjacent to concessions, and parking lots. Clean up activities shall be completed by 9:00 a.m. of the next day following their scheduled use. LICENSEE shall maintain, and replace when depleted or reduced, funds to provide a two hundred fifty (\$250) dollar clean-up deposit with the LICENSOR which will be forfeited each time that LICENSEE fails to clean-up the Premises after its use as described in the attached post game responsibilities (see section 17). If the actual costs to clean-up the Premises incurred by the LICENSOR exceeds the \$250 deposit, the LICENSOR will bill LICENSEE for the additional costs which LICENSEE shall pay to the LICENSOR prior to LICENSEE's next event. In the event that the LICENSEE complies with all clean up and is otherwise in compliance with this license, the deposit will be returned within 10 days of the completion of the season.

The LICENSOR will maintain the public address system and scoreboard, including scoreboard numbers in working order for LICENSEE's events. The LICENSOR/LICENSEE will maintain the playing field of the Premises. Any maintenance of O'Neal Field during events, including inclement weather recovery, shall be in accordance with approved methods and/or baseball field maintenance generally recognized best practices. LICENSEE will provide a field tarpaulin adequately sized to cover the entire infield. LICENSOR shall be responsible for and shall repair within a reasonable time, any damage caused to the field tarpaulin by the LICENSOR or LICENSOR's agents, employees, contractors,

or invitees. Any public address announcing system equipment or portable batting cages provided and utilized by LICENSEE will be made available for use by the LICENSOR or other licensees for other events upon the Premises with the LICENSOR or such other licensee being responsible for any damages occurring during those uses.

LICENSEE may properly place portable bleachers and any other seating necessary upon the Premises to compliment LICENSOR owned and provided spectator seating as may be required to accommodate LICENSEE's invitees. These portable bleachers will be removed by LICENSOR upon a five (5) day notice by the City, and LICENSEE will retain all responsibility of ownership, use, repair, replacement and maintenance of these portable bleachers while located on the Premises, including without limitation, the responsibility for their safe use and the liability for injury or damage to third parties and/or property caused by the use or presence of the portable bleachers, so long as they are located upon the Premises, and will indemnify and save LICENSOR and its agents, officers, officials and employees from all claims, demands and actions for injury, death or damage to persons and/or property resulting from any use or presence of the bleachers, including expenses and attorney's fees. LICENSOR may request off-site use of LICENSEE's portable bleachers and any such use shall be pursuant to the terms of a separate written agreement between the parties.

7. **Indemnity.** In addition to all other provisions of this License and not in limitation of them, LICENSEE agrees to protect, indemnify and save harmless the LICENSOR, its officers, officials, agents and employees from and against all claims, demands and causes of action, in favor of LICENSEE's employees or third parties on account of personal injuries or death or on account of property damages arising out of LICENSEE's use of or presence on the Premises and resulting from the intentional or negligent acts or omissions of LICENSEE, its agents, officials, employees or any person acting for LICENSEE or for whom LICENSEE is responsible. The provisions of this section shall include indemnification of all losses, damages, awards, costs and expenses, including attorney's fees. LICENSEE shall immediately give notice to LICENSOR of any occurrence which may result in any claim for injury or damages.

8. **Insurance.** LICENSEE shall maintain during the life of this Agreement statutory workers' compensation insurance. LICENSEE shall take out and maintain during the life of this Agreement commercial general liability insurance, including independent contractors liability coverage and broad form property damage insurance in the minimum amount of \$1 million per occurrence limit, general aggregate limit and products-completed operations aggregate limit/\$2 million general aggregate. To the

extent that LICENSEE sells or serves or authorizes the serving of alcoholic beverages including, but not limited to, malt beverages such coverage shall include liquor liability insurance protecting against claims arising out of the sale or distribution of alcoholic beverages, including but not limited to, malt beverages, on the Premises. LICENSOR, its officers, officials, agents and employees shall be named as additional insured on any such policy by endorsement CG2011 or equivalent. If any policy is written on a claims-made form, LICENSEE shall purchase the claims-made reporting endorsement extending the period for reporting claims under the policy for at least a period of thirty-six (36) months beyond the termination of the policy or the last use of the Premises or any portion thereof by LICENSEE. Each year, LICENSEE shall provide LICENSOR with copies of all required policies as above described prior to LICENSEE's use of the Premises that year.

9. Concessions. LICENSEE shall have **exclusive** concession rights and receive all concession profits during **all events held on the Premises** during the term of this Agreement. LICENSEE shall be responsible for ensuring the concession area is maintained in a safe, clean, and sanitary condition. The LICENSOR reserves the right to inspect the concession area at all times. This inspection will include, but will not be limited to, the quality of service rendered, the nature of the articles offered for sale to the public, and the cleanliness/neatness of the concession area. LICENSEE shall be responsible for acquiring any necessary licenses and permits related to any of its food service operations. LICENSEE and its employees and volunteers will abide by the North Carolina Rules Governing the Regulation of Restaurants and other Food Handling Establishments. LICENSEE will furnish, use, and operate the concession stand building, which is part of the Premises during its permitted events or during other events for which it may have contracted its services. Any equipment owned by LICENSEE placed, used or left in the concession stand will be at the sole risk of LICENSEE.

Any equipment or other facilities owned by and placed within the concession areas of the Premises by LICENSEE shall be listed on a separate schedule marked and entitled "Concession Stand Equipment" which will be attached to this Agreement and amended from time to time by a document signed by the LICENSOR and LICENSEE. All such equipment and facilities shall be free of and not result in any liens or encumbrances on the Premises or any other LICENSOR property, and shall conform and comply with all applicable codes, laws, regulations and ordinances. Upon termination of the License, LICENSEE will remove any such equipment and facilities and will restore the Premises to its prior condition, reasonable wear and tear excepted within 30 days of such termination. Any equipment or facilities remaining after thirty (30) days from termination shall become the property of LICENSOR or shall be removed, stored, and disposed of by LICENSOR at LICENSEE's expense.

LICENSEE shall have a right of first refusal to provide concessions at other events held on the Premises that are approved by and/or scheduled by LICENSOR. In the event LICENSEE elects not to provide or is unable to provide concessions for any of these events, LICENSEE will promptly notify the LICENSOR, but in any case, give at least seventy-two [72] hours notice to the LICENSOR prior to the event. In such event, LICENSOR may provide concessions using the equipment in the concession stand or may assign such right to others. LICENSEE shall be responsible for obtaining and maintaining all necessary permits and licenses at any time that LICENSEE is providing concession sales on the Premises.

During all LICENSEE sponsored events, LICENSEE shall retain and have full control over all merchandise rights at the Premises including the exclusive right to sell and dispense programs (and advertising therein), as well as the exclusive right to sell novelty items such as T-Shirts, sweatshirts, hats, pins, and other souvenir items at its events.

LICENSEE may sublicense vendor locations on the Premises during all LICENSEE sponsored events, so long as LICENSEE remains liable for compliance with all terms, conditions, and provisions of this Agreement and for any and all actions and liabilities that may arise from such vendor's use and presence upon the Premises. All vendors must be properly licensed, insured, and will be considered subcontractors of LICENSEE. Vendor locations will be entirely contained within those areas marked on the attached exhibit marked "Vendor Location Site Plan" and will not be permitted in any other location within the stadium area or within the boundaries of Rotary Park without specific written permission from LICENSOR.

LICENSOR has approved and authorized LICENSEE to conduct malt beverage and unfortified wine sales at O'Neal Field/Big Rock Stadium during its games and at LICENSEE's related special events. **Except as set forth herein, and as further authorized by North Carolina law and the rules and regulations of the North Carolina Alcohol Law Enforcement Agency, no alcoholic beverages, including but not limited to malt beverages and unfortified wine shall be permitted in Big Rock Stadium/O'Neal Field.** All malt beverage and unfortified wine sales shall be subject to the conditions set forth in that City Council action permitting LICENSEE to conduct malt beverage sales at Big Rock Stadium/O'Neal Field and are restricted to an area designated as "Malt Beverage and Unfortified Wine Control Area." LICENSEE shall be responsible for the cost of any improvements to the Premises required for the sale of malt beverages and unfortified wine and such improvements shall be listed on a separate schedule marked as and entitled "Alcoholic Beverage Premises Improvements" which will be

attached to this Agreement and updated from time to time by signed, written amendment. All such improvements shall be subject to the approval of the LICENSOR and the North Carolina Alcohol Law Enforcement agency. Upon revocation of this License and/or termination of this Agreement, LICENSEE shall remove all such improvements and restore the Premises to its original condition unless otherwise approved, in writing, by LICENSOR. The sale of malt beverages and unfortified wine shall also be subject to the following conditions:

- (a) LICENSEE shall obtain all necessary local and state permits, comply with all state laws and local ordinances, and provide all required insurance as set forth in section 8 of this Agreement;
- (b) LICENSEE will limit malt beverage and/or unfortified wine sales to only those persons who are of legal age, are holding tickets for MARLINS games or other permitted related special events; and
- (c) LICENSEE shall have food for sale during games whenever malt beverages and/or unfortified wine are being sold.

All food and beverages in the concession stand must be removed within one week of the conclusion of the season or any post-season tournament. This includes wiping out all cabinets, cleaning the refrigerator and mopping the floor. At the conclusion of each season, but no later than August 31, LICENSEE shall empty all beverage coolers and refrigeration units and turn said units off unless events are scheduled.

10. Improvements. LICENSEE will make no alterations, modifications, additions or improvements to the Premises without the LICENSOR's prior written consent. All approved alterations, modifications, additions or improvements will be performed at LICENSEE's expense and in a good and workmanlike manner utilizing quality materials, by a licensed contractor approved by the LICENSOR, or if approved by the LICENSOR, by LICENSEE'S own personnel, and those approved alterations, modifications, additions or improvements will be listed on a separate schedule marked as and entitled "Other Premises Improvements" which will be attached to this Agreement and updated from time to time by written, signed amendment. All such approved alterations, modifications, additions or improvements shall be free of and not result in any liens or encumbrances on the Premises or any other LICENSOR property, and conform and comply with all applicable codes, laws, regulations and ordinances. Upon termination of the License, LICENSEE will remove promptly any improvements, modifications, additions or alterations identified by the LICENSOR for removal and will restore the Premises to its prior

condition, reasonable wear and tear excepted. Any improvements, modifications, additions or alterations made by LICENSEE that the LICENSOR does not require to be removed will become the property of the LICENSOR.

The LICENSOR reserves the right to affix the following two (2) signs to the interior outfield wall: American Legion Post 46 and Town of Morehead City. Except as provided above, LICENSEE will have the exclusive right to all advertising on the interior of O'Neal Field during its use of the Premises as well as the placement of advertising on the Marlin display at the entrance to the field, the backs of the bleachers, any structure that the LICENSEE constructs or owns, and the beer garden bar between May 1 and August 31 each year of this License. The LICENSOR may disapprove signs and advertising it considers objectionable and may remove objectionable signs and advertisements as well as signs it considers in disrepair, at LICENSEE's expense. The LICENSOR reserves the right to approve the method that LICENSEE uses to affix signs. All fabric/plastic banner type signage shall be removed by LICENSEE at the conclusion of the season or no later than August 31 in order to prevent damage from wind and general weather degradation.

Upon termination of this Agreement, LICENSEE shall remove all advertisements and signs and restore the Premises and area surrounding the Premises to its original condition, ordinary wear and tear excepted. LICENSOR shall have the right to inspect the Premises and surrounding area at all times during LICENSEE's use thereof, and LICENSEE shall cooperate to permit such inspections.

11. Notice. LICENSOR's representative for management of this License shall be the Morehead City Director of Department of Parks and Recreation. LICENSEE's representative for operations under this License shall be Buddy Bengal, Vice President, Riverfront Sports and Entertainment, Inc. All communications relating to the use of the Premises under this License shall be through the parties' representatives. Any dispute between the LICENSOR's representative and the LICENSEE may be appealed, to the Town Manager of the LICENSOR. All such appeals shall be presented to the Town Manager in writing. The parties may change representatives by written notice as provided herein. All notices under this License must be in writing and given by certified mail, return receipt requested addressed as follows:

To LICENSOR: City Manager
Town of Morehead City
202 South Eighth Street
Morehead City, NC 28557

To LICENSEE: Riverside Sports and Entertainment, Inc.
Buddy Bengal, Vice President
1921 Oglesby Road
Morehead City, NC 28557

12. No Assignment. LICENSEE shall have no right to assign or transfer this License without the prior written approval of LICENSOR, including the approval of the City Council, which approval shall be at the discretion of LICENSOR. Any change in the ownership or the form of organization of LICENSEE shall be considered a prohibited assignment or transfer.

13. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of this agreement.

14. Interpretation. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. Headings of paragraphs or sections are for reference only.

15. Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

17. Other Matters. Incidental matters not expressly provided for in this Agreement shall be at the discretion of the Department which shall at all times have complete authority to enforce regulations governing the operations of the Premises and to give directions to LICENSEE. The Department's

“O’Neal Field Game Responsibilities” regulations which are current as of the date of this contract have been provided to LICENSEE and are attached to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names.

**TOWN OF MOREHEAD CITY, NORTH CAROLINA,
LICENSOR**

By: _____
Gerald A. Jones, Jr. Mayor

ATTEST:

Jeanne Giblin, Town Clerk
**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, _____, a Notary Public for said County and State, do hereby certify that Jeanne Giblin, personally came before me, a Notary Public of said County and State, Jeanne Giblin, who being by me duly sworn, says that she knows the common seal of said Town of Morehead City, and is acquainted with Gerald A. Jones, Jr., who is the Mayor of said Town; and that she, the said Jeanne Giblin, is the duly appointed and designated City Clerk of said Town, and saw the said Mayor sign the foregoing instrument, and that she, the said Clerk as aforesaid, affixed the said seal to said instrument, and that she, the said Clerk signed her name in attestation of the execution of said instrument in the presence of said Mayor of said Town.

WITNESS my hand and official seal, this _____ of _____, 20__.

Notary Public
Type/Print Name of Notary:

My Commission Expires:

_____ [SEAL]

APPROVED AS TO FORM:

Nelson Taylor, City Attorney

CERTIFICATION

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

This ____ day of _____, 20 ____.

Ellen Sewell, City Finance Director

**RIVERFRONT SPORTS AND ENTERTAINMENT,
INC., LICENSEE**

By: _____
Buddy Bengal, Vice President

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, _____, a Notary Public, for said County and State do hereby certify that Buddy Bengal, Vice President of LICENSEE Sports and Entertainment, Inc., North Carolina corporation authorized to do and doing business in the State of North Carolina, having been first duly authorized, personally came before me this day and executed the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 20__.

Notary Public
Type/Print Name of Notary:

My Commission Expires:

[SEAL]

TOWN OF MOREHEAD CITY

REQUEST FOR TOWN COUNCIL ACTION AGENDA ITEM: 6.
DATE: July 14, 2015

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Council Requests/Comments

Background Information Attached: Yes No X

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Nays _____ Postponed/Tabled _____

REQUEST FOR TOWN COUNCIL ACTION

AGENDA ITEM: 7.
DATE: July 14, 2015

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: CLOSED SESSION AS PER G.S. 143.318.11[A][3][6] REGARDING
UPDATE ON QUALIFICATIONS AND FITNESS OF CURRENT
EMPLOYEE AND TO APPROVE THE CLOSED SESSION MINUTES OF
OCTOBER 24, 2014

Background Information Attached: Yes No X

Motion to enter into CLOSED SESSION:

Second to Motion:

Vote:

Motion to return to OPEN SESSION:

Second to Motion:

Vote:

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Naves _____ Postponed/Tabled _____